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**COLLECTIVE BARGAINING**  
**AGREEMENT**

12/15/05 - 4/15/09

**Between**

**MTA LONG ISLAND BUS**

**and the**

**TRANSPORT WORKERS UNION OF  
AMERICA, LOCAL 252, AFL-CIO**

**(hereinafter referred to as the  
"Union").**

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AGREEMENT made the 3<sup>rd</sup> day of August, 2007 and effective the 15<sup>th</sup> day of December, 2005 by and between MTA LONG ISLAND BUS (hereinafter designated as the "Authority" or "L.I. BUSL.I. BUS"), a public benefit corporation of the State of New York and a subsidiary corporation of the Metropolitan Transportation Authority created pursuant to the provisions of Section 1266(5) of the Public Authorities Law of the State of New York, and TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO (hereinafter designated as the "Union").

WITNESSETH :

**WHEREAS**, the New York State Public Employment Relations Board has certified the Union as the exclusive bargaining representative of certain employees of the Authority in the Transportation and Maintenance Departments and the Authority has recognized the Union's exclusive representation of certain employees in the Bus Information and Revenue Department for the purpose of collective bargaining negotiations and settlement of grievances; and

**WHEREAS**, the parties are entering into this Agreement in order to establish the hours, rates of pay, working conditions and other conditions of employment of such employees,

**NOW, THEREFORE**, the parties hereto agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1. Bargaining Unit. The Union shall have the right to represent those employees of the Authority in the following titles working in, at, or out of those locations of the Authority situated in the Counties of Nassau and Suffolk: Bus Operator, Mechanic, Mechanic's Helper, Cleaner, Storekeeper, Limited Assignment Cleaner, Limited Assignment Bus Operator, Bus Information Agent, Cashier and Plant and Equipment employee.



The Union agrees that it will not represent employees who are Command Center Dispatchers, Dispatchers, Foremen, Managers, Assistant Managers and other supervisory and executive employees. As used herein, the term "employee" shall mean each employee represented by the Union in the bargaining unit described above. In addition, words of masculine gender shall include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender. Words in the singular number shall include the plural, and in the plural number shall include the singular.

Section 2. Deduction of Dues. During the period of this Agreement, the Authority will deduct weekly from the pay of employees the regular union dues payable by such employees, as from time to time certified by the Union. The amounts so deducted shall be paid by the Authority to the Union within seven (7) days from the end of each pay period. The Union shall pay to the Authority the actual monthly cost of making such deductions, which shall not exceed five (\$.05) cents per month per employee. The Union shall furnish the Authority with authorization, signed by the employees, consenting to the deduction of the aforesaid dues from their wages. Such authorizations shall be in the form shown on Exhibit "A" attached hereto and made a part hereof.

Section 3. Deduction of Committee on Political Education Contributions. The Authority will deduct twenty-five cents (\$.25) weekly to be paid to the Union's Committee on Political Education from the pay of each employee who authorizes such deduction in writing (on forms approved by the Authority). The amounts so deducted shall be paid to the Union within seven (7) days from the end of each calendar month in a check separate from the union dues deducted pursuant to Section 2 of this Agreement. The Authority shall be entitled to receive such authorization at least ten (10) days prior to the first payroll upon which it is to become effective. New authorizations may not be submitted as a group more than monthly.

#### Section 4. Agency Shop.

(a) For the purpose of this Section, "member of the Union" shall mean each employee who has executed and delivered to the Authority a union dues deduction authorization in the form provided as Exhibit "A" attached hereto, and "join the Union" shall mean the execution and delivery to the Authority of such an authorization.

(b) On each payroll date during the term of this Agreement on which union membership dues are withheld by it, the Authority shall deduct an agency shop fee from the pay of each employee who has not joined the Union, in the same manner and in the same amount as union dues are then being deducted by the Authority from the wages of each member of the Union, and shall transmit the same to the Union. Automatic agency shop fee payroll deductions shall begin the first day of employment.

(c) The Union shall, at all times during which the Authority is making such deductions, maintain a procedure providing for the refund to any such employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Union hereby certifies that it has established and there now exists such a procedure.

(d) The Union shall assume the defense of, and hold the Authority harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the use of agency shop fee deductions transmitted to it by the Authority in accordance with this Agreement, or out of a failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of a failure of the Union to comply with the provisions of subsection (c) of this section.

(e) Disputes relating to agency shop fee deductions or to their use shall not be arbitrable, nor shall they be subject to any grievance procedure provided for in any labor agreement between the Authority and the Union, except

those in which the Union claims that the Authority has failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Authority claims that the Union has failed or refused to comply with the provisions of subsection (d) above.

(f) The parties agree that to pay the costs incurred with respect to making agency shop fee deductions and transmitting such fees to the Union, the Authority shall have the right to retain a check-off fee at the same rate, if any, as is provided for the check-off of union dues.

Section 5. Credit Unions. The Authority will deduct such sums as are authorized in writing (on forms approved by the Authority) by any employee and transmit the same to any credit union of which he is a member and which has been designated by the Union. The Union may designate not more than two (2) such credit unions, which designations may not be changed during the term of this Agreement. The Authority shall be entitled to receive such authorization at least ten (10) days prior to the first payroll upon which it is to become effective. New authorizations may not be submitted as a group more often than monthly.

Section 6. Successors. This Agreement shall be binding on the parties hereto, their successors and assigns, to the extent permitted by law.

Section 7. Duration of Agreement. This Agreement shall be effective December 15, 2005 and continue in effect through April 15, 2009.

Section 8. Management Functions.

(a) To the extent that any such rights are not limited by the provisions of this Agreement or any separate agreement relating solely to pension matters, the management of the affairs of the Authority, the direction and control of its property and operations and the hiring, direction, promotion, demotion, discipline, discharge and layoff of its employees are the exclusive function of the Authority.

(b) Except as limited in this Agreement or any such separate pension agreement, and without limiting the generality of the provisions of subsection (a) of this section, the Authority shall have the right from time to time: to add, change, or eliminate any schedules of operations or bus routes or portions thereof; to revise or

alter standards or levels of service; to locate, establish, alter, and abolish shops, garages, and other fixed improvements; to acquire and dispose of equipment; to determine the number of persons to be employed in any of its operations or departments at any given time and when and where they shall be employed; and to lay off any of its employees, all as it may think necessary or desirable. Notwithstanding the foregoing, the Authority will consult with the Union prior to the taking of any action to eliminate a location within the bargaining unit or to lower levels of service generally.

Section 9. Complete Agreement, Past Practices. It is understood and agreed that this written Agreement constitutes the entire Agreement between the parties and that there are no other agreements, oral or written, relating to the terms and conditions of employment of the employees other than the provisions contained herein or attached hereto and made a part hereof. The past practices governing operations in the bargaining unit shall be respected by the parties to the extent not inconsistent with this Agreement, but the Authority shall have the right to establish new rules and work practices. The Authority shall give the Union ten (10) days written notice of its intention to establish a new rule or practice, accompanied by a writing setting it forth verbatim. At the end of such ten (10) day period the parties shall consult and if, at that time, the Union objects to such new rule or practice becoming effective immediately, then it may not be put into effect until twenty-five (25) days following consultation. The Union shall have the right to take such new rule or practice to arbitration and in such case the Authority agrees to use its best efforts to have any such arbitration heard and decided as expeditiously as possible. The Impartial Arbitrator's consideration of the matter shall be limited to whether the Authority's action is reasonable under all circumstances. The Union may waive the ten (10) days notice requirement and consent to the institution of such new rule or practice, in writing, in which case it shall become effective immediately.

Section 10. Subcontracting.

(a) In the case of charters, no charter work shall be subcontracted so long as the Authority has available sufficient equipment and sufficient operators (at charter pay rates) to do the work.

(b) It is the policy of the Authority in all other cases, consistent with this subsection, not to subcontract work which may be performed by the employees. It is agreed that, except for emergencies and "campaign work", any and all work which can capably and reasonably be performed by the employees shall be assigned to such employees rather than to any contractor or subcontractor and shall not be contracted to outside concerns without the consent of the Union. The Authority agrees that no employee will suffer loss of employment or reduction in pay by reason of such subcontracting. In passing on reasonableness within the meaning of this subsection, the Impartial Arbitrator, should the matter of subcontracting be disputed, shall take into consideration, among other factors, both the economic benefit the Authority would realize if the work were subcontracted and the potential loss of economic opportunity of the employees affected. The Authority shall give the Union ten (10) days written notice of its intention to subcontract work under this subsection, other than emergency work and "campaign work", accompanying such notice with a writing describing generally the work to be subcontracted and the employees expected to be affected. At the end of such ten (10) day period the parties shall consult and if, at that time, the Union objects to such subcontracting, then the work may not be subcontracted until twenty-five (25) days following the consultation. The Union shall have the right to take the subcontracting issue to arbitration and in such case the Authority agrees to use its best efforts to have any such arbitration heard and decided as expeditiously as possible. The Authority agrees that it will not directly or indirectly seek to evade its obligations under this subsection by leasing its equipment.

(c) The provisions of Article I, Section 10, shall not apply to the plant and equipment work described in the Authority's job description for title of Plant

and Equipment Technician Level I, II, and III, and the issue of contracting out, subcontracting or farming out will be subject to further negotiations. If agreement between the parties is not reached by November 1, 1993, the parties will make a joint request to the New York State Public Employment Relations Board for arbitration referral pursuant to Section 209(5) of the Taylor Law. During this period, the Authority retains the right to contract out plant and equipment work to the extent that it does not result in the total elimination of bargaining unit work or directly in the lay-off of any plant and equipment employee hired prior to November 1, 1992.

## ARTICLE II

### CONTINUITY OF OPERATIONS, GRIEVANCE PROCEDURE, DISCIPLINARY PROCEDURE, AND EMPLOYEE AND MANAGEMENT RIGHTS

Section 1. Continuity of Operations. During the term of this Agreement neither the Union nor any employee shall approve, engage or participate in any strike, sit-down, slow-down or other concerted stoppage of work upon the properties of the Authority, or directly involving the operations of the Authority, nor shall any employee or employees approve, engage, or participate in any willful abstinence in whole or in part from the full, faithful, and proper performance of such employee or employees' duties with the Authority.

#### Section 2. Grievance Procedure.

(a) The term "grievance" or "complaint," as used in this Agreement, means any dispute arising out of the interpretation or application of the provisions of this Agreement.

(b) The Impartial Arbitrator shall have the authority to decide all grievances and complaints but he shall not have the authority to render any opinion or make any award, (i) which amends, modifies, or changes this Agreement or any of its terms; (ii) limiting or interfering in any way with the statutory powers, duties

and responsibilities of the Authority in operating, controlling, and directing the maintenance and operation of its transit facilities; or (iii) limiting or interfering in any way with the Authority's managerial responsibility to run its transit facilities safely, efficiently, and economically.

(c) Any grievance or complaint which any employee may have shall be presented by the employee and his Union Steward to the employee's Depot Manager within five (5) days after the grievance arose (except as otherwise provided in subsection (c) of section 3 of this Article). In the event that the matter is not satisfactorily adjusted within two (2) days after the presentation to his Depot Manager, the case shall be referred, at the request of the employee's Union Steward, within an additional three (3) days, in writing, to the President or his designee or designees. The President or his designee or designees shall, within three (3) days, hold a hearing on the grievance, with due notice to the Union which shall be present at such hearing, and within three (3) days after such hearing is closed, the President or his designee or designees shall deliver to the Union in writing his decision on the disposition of the grievance.

(d) If the Union is not satisfied with the disposition of such grievance by the President or his designee or designees, made as provided above, or in the case where there is a dispute concerning the interpretation or application of the provisions of this collective bargaining agreement, then in any such case, at the written request of the party thereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to the above, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Authority's President or his designee or designees. If the requested arbitration arises out of interpretation or application of the provisions of this collective bargaining agreement, the request for such arbitration by the Authority or by the Union, as the case may be, shall be made within five (5) days after such dispute arises. The request for such arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

(e) The time limitations, as provided herein, shall in every case be exclusive of Saturdays, Sundays and holidays, and the Impartial Arbitrator shall be empowered to excuse a failure to comply with the time limitations for good cause shown.

(f) After both the Union and the Authority have been given an opportunity to be heard and to submit such proof as may be desired, the decision in writing of the Impartial Arbitrator shall be binding and conclusive upon the Authority, the Union, and the employee. In the event that the parties hereto cannot agree upon the time and place to be fixed for such hearing, said Impartial Arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing, and the filing of a telegram for sending or the mailing of a letter containing such notice, shall be deemed to be giving such notice.

(g) In a case where the Impartial Arbitrator hears testimony or proof by any special service men or investigators whose identity the Authority desires should not be known, such testimony or proof shall be given before the Impartial Arbitrator with no one else present, and any records, reports or actions of the Impartial Arbitrator with reference thereto shall refer to such witnesses by number only so that their identity shall not be known. Furthermore, if there is presented to the Impartial Arbitrator for decision any matter involving theft or drunkenness of any employee, the only question to be determined by the Impartial Arbitrator in any case shall be with respect to the fact of such theft or drunkenness, as the case may be, and in the case the fact of theft or drunkenness is found by the Impartial Arbitrator, then the action by the Authority, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

(h) An Impartial Arbitrator will be selected who is mutually acceptable to the Union and the Authority.



### Section 3. Disciplinary Procedure.

(a) The right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Authority.

(b) No entry of a warning or reprimand shall be made in the record of any employee until after such employee has been afforded an opportunity to appear and be heard, accompanied by a representative of the Union.

(c) If an employee is dismissed or suspended, then he shall be given a hearing before his Depot Manager, as defined in the Grievance Procedure, within twenty-four (24) hours after his suspension or dismissal (in the case where the suspension or dismissal is on Saturday, Sunday, or a holiday, such hearing to be within forty-eight (48) hours), at which hearing a Union Steward must be present, and notice (which may be by telephone) of such hearing shall be given to such employee and the Union at least six (6) hours before such hearing.

(d) In the Transportation Department, the place at which any Bus Operator shall be required to appear for any infraction of a rule shall be at the garage where his Depot Manager is located.

(e) Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to thirty percent (30%) of his/her regular salary during the period in question. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. This provision will not apply to employees who are pre-disciplinary suspended.

### Section 4. Employee Rights.

(a) The Authority is committed to assuring that the dignity of each employee is respected at all times. Management shall treat employees fairly and reasonably and shall assure that employees are not disciplined without proper cause, and that they are notified as expeditiously as reasonably possible with respect to any alleged violations charged by management.

(b) The above policy shall be enforceable by the Union only in the following manner:

(i) The Union President who has reason to believe that any employee has been treated in a manner inconsistent with this policy may submit to his counterpart in management the Union's proof of this allegation. The allegation shall be investigated. Within two (2) weeks, management shall submit to the Union a report stating its findings on the allegation and any proposed action.

(ii) If the Union is unsatisfied with the report on the proposed findings, it may submit the matter to the Authority's President or designee. He shall within thirty (30) days advise the Union President of his decision.

Section 5. Management Rights. Without limitation upon the exercise of any of their statutory powers or responsibilities, the Authority shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine work loads, arrange transfers, order new work assignments, and issue any other directive intended to carry out their managerial responsibilities to operate the transit facilities safely, efficiently, and economically.

### ARTICLE III

#### PROBATION AND SENIORITY

##### Section 1. Probation.

(a) Bus Operators of the Authority shall be on probation for six months (one hundred and eighty days) from the first day of employment, which period may be enlarged to two hundred and ten days at the request of either party.

(b) Maintenance Department employees shall be on probation for six months (one hundred and eighty days) from the first day of employment, which period may be enlarged to two hundred and ten days at the request of either party.

(c) Bus Information Agents shall be on probation for a period of six months (one hundred and eighty days) commencing with the first day of employment, which period may be enlarged to two hundred and ten days at the request of either party.

(d) Cashiers shall be on probation for six months (one hundred and eighty days) from the first day of employment, which period may be enlarged to two hundred and ten days at the request of either party.

(e) Employees on probation may be discharged at any time, during or at the conclusion of the probationary period, without cause, and no such discharge shall be the subject of or an opportunity for a hearing or of any subsequent grievance procedure.

## Section 2. General Seniority.

(a) The date of placement on the payroll of the Authority in any capacity shall determine general seniority for each employee for so long as he remains with the Authority (layoffs and the first sixty (60) days of leave of absence disregarded). If two (2) or more employees are hired on the same date in the same department, their general seniority order shall be determined by lot except that any employee transferred from one department to another shall fall behind an employee in that department whose general seniority is based on the same date of placement on the payroll.

(b) The general seniority list for all employees in the Maintenance, Transportation, Bus Information and Revenue Departments of the Authority as of the effective date of this Agreement shall be conclusive as to the date of placement on the payroll of a predecessor private company for all of the seniority purposes of this Agreement.

(c) Placement on the payroll of the predecessor private company shall be deemed placement on the payroll of the Authority for all purposes of this Agreement.

(d) An employee absent for a period of one (1) year after October 1, 1994 will be terminated from employment and will no longer be entitled to the maintenance of benefits or seniority.

### Section 3. Departmental Seniority.

(a) For the purpose of this Agreement, Bus Operators of the Authority operating out of locations in Nassau and Suffolk counties shall constitute a department (herein called the Transportation Department), the maintenance employees of the Authority working at those locations shall constitute another department (herein called the Maintenance Department), the Bus Information Agents of the Authority working at those locations shall constitute another department (herein called the Bus Information Department) and the Cashiers shall constitute another department (herein called the Revenue Department). Each department shall be a separate seniority unit. The date of placement in each department shall determine the departmental seniority of each employee for so long as he remains in that department (layoffs and the first sixty (60) days of leave of absence disregarded). Departmental seniority and the extent thereof for each employee of the Authority and classification seniority shall be determined by the records of the Authority in existence as of January 1, 1983, subject to any changes which may be made in such records as a result of promotions or other movement of employees in or out of departments or classifications subsequent to such date.

(b) The order of departmental seniority shall govern retention in the event of layoff and recall after layoff, as well as other matters hereinafter provided.

### Section 4. Additional Transportation Department Seniority Provisions.

(a) Bus Operators shall pick runs in the order of their departmental seniority, both in the case of a "department-wide" pick and as among all Bus Operators at a given location in the case of a location pick. When the holiday work

schedule conforms with the normal work picked for that day, there shall be no holiday pick.

(b) Bus Operators shall pick their vacations in the order of their department seniority as among the Bus Operators at the same location. All vacations shall start on the first day of the pay week.

(c) There shall be one (1) department-wide pick each year, effective in January. There shall be three (3) location picks each year, effective in April, June, and September. In addition to the foregoing, there shall be a location pick whenever a substantial amount of work is redistributed at any location and a department-wide pick whenever a substantial amount of work or number of buses is redistributed between locations.

(d) The Authority will inform and brief the representative designated by the Union on transportation picks during their formation and, when a new run schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than seven (7) days prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of the posting for pick shall be determined by the Authority. The Authority shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take into account the time reasonably required to complete the picking. Picking shall commence no later than five (5) days after the schedule is posted.

(e) The Union shall have the right at any time after it has received the schedule to discuss it with the Schedule Department. Any complaint made by the Union shall be decided by the Senior Director of Human Resources within twenty-four (24) hours after the close of the discussion. If, after such discussion, any change in the schedule agreed to by the Union is directed by the Senior Director of Human Resources which cannot be made prior to the posting date, the schedule shall not be posted for pick until such change has been made.

(f) The Union may file with the Schedule Department at any time, a written complaint that the schedule imperils the health and safety of employees.

Any such complaint shall set forth specifically how, and in what manner, the schedule imperils the health and safety of employees. In the event such a complaint is filed, the following procedure shall apply:

(i) Where such complaint is filed after the schedule has been posted for pick, such complaint shall constitute a normal grievance to be heard in the first instance, however, by the Authority's President or his designee. Such complaint shall thereafter be governed by the normal provisions of the grievance procedure.

(ii) Where such complaint is filed before the posting of the schedule for pick, a hearing thereon shall be held by the Authority's President or his designee, not more than two (2) working days after the filing of the complaint and the decision thereon shall be made within twenty-four (24) hours after the hearing. An appeal may be taken to the Impartial Arbitrator immediately after the decision by the Authority's President or his designee, which appeal shall be accompanied by a statement setting forth the basis of the contention that the schedule imperils the health or safety of employees, and accompanied also by a copy of the decision of the Authority's President or his designee. The Impartial Arbitrator shall hold a hearing on notice, by telephone or otherwise, as promptly as possible after the filing of an appeal. At the request of the Impartial Arbitrator, such witnesses, records and other documentary evidence as may be required shall be produced. The Impartial Arbitrator shall mail a copy of his opinion to the Authority and to the Union, within two (2) working days after the close of the hearing before him. If, in considering

such complaint, the Impartial Arbitrator finds that a run or work schedule imperils the health or safety of employees, which is the sole extent of his jurisdiction, he shall set forth specifically the precise elements in the schedule on which he bases such opinion. The opinion of the Impartial Arbitrator with respect to whether a run or work schedule imperils the health or safety of employees shall be final and binding upon both parties.

(g) Except to the extent specifically provided in subsection (e) above, neither the filing of a complaint nor the pendency of a grievance at any level, shall prevent or delay putting the schedule into effect on the day fixed therefore, subject to any change which may at any time be directed by the Authority upon the determination of the grievance.

(h) Schedule of picking times is to be posted by the Union with fifteen (15) minutes allowed for each Bus Operator. If the Union fails to post such a schedule, then the Authority may post one. In the event that a Bus Operator fails to exercise his right to pick at his scheduled picking time, the Union Steward shall pick for him at his assigned picking time, and such pick shall be binding upon such Bus Operator. In the event that the Union Steward fails to pick for such Bus Operator, then the Authority representatives may pick for him at his assigned picking time, and such pick shall be binding upon such Bus Operator.

(i) One Union Steward at the Mitchell Field and Rockville Centre locations, to be selected by the Union, shall be relieved to help in picking during a department-wide pick. Such Union Steward shall be paid eight (8) hours pay at straight time rates (and at the same rate for any additional hours required and approved by the Schedule Department) for each day that he assists with such pick, subject to the applicable number of days allowed for such pick. The Union shall complete and return picks within the applicable number of days shown below and, accordingly, the total number of days for which payment is made, as provided

above, shall not exceed the applicable number shown below:

<u>Pick</u>	<u>Number of Days*</u>
Department-Wide (Mitchel Field and Rockville Centre)	16

Location (Mitchel Field and Rockville Centre)	8
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<u>Pick</u>	<u>Number of Days</u>
Holiday "Saturday Schedule" (Mitchel Field and Rockville Centre)	5
Holiday "Sunday Schedule" (Mitchel Field and Rockville Centre)	3

\* Pick days must be exhausted by the last day of the pick being conducted. Carrying pick days past the completion of the pick is prohibited, however, pick days need not be taken consecutively. Any adjustments regarding the length of the pick will be determined by the Scheduling Department but will in no way effect the number of pick days paid as union release time.

(j) One run or tripper shall be provided at the Mitchel Field and Rockville Centre locations to allow a Union Steward to be available as much as possible at the Mitchel Field and Rockville Centre locations and only Union Stewards may pick his work. One (1) Union Steward at the Mitchel Field and Rockville Centre locations shall perform an eight (8) hour tour of duty at the location without driving a bus. It will be part of the duty of these Stewards to see that all open work is covered in the correct manner and that the overtime rotation is properly kept. They shall be allowed the use of and access to the Authority's office at the location for the purpose of getting in touch with the bus operators to cover work. Where a Transportation Union Steward performs a tour of duty or operates a run or tripper, his "blueprint wage" for vacation purposes under Article VIII of this Agreement shall be determined by dividing the number of pay-hours accumulated by him (including pay-hours for trippers) during the preceding calendar year by fifty-two (52) and multiplying the resulting number by the wage rate to which he is entitled.



(k) When a run becomes vacant between the issuance of pick schedules, such run shall be filled by a spare person until the next pick schedule is issued.

Section 5. Additional Maintenance Department Seniority Provisions.

(a) Every Maintenance Department employee shall be classified in one of the following classifications:

Mechanic

Mechanic's Helper

Cleaner

Storekeeper

Limited Assignment Cleaner

Plant and Equipment Technician Levels I, II and III

Picks shall identify incumbent Class 4 and Lead Maintenance Employees. However, when a position is vacated by the incumbent employee the pick identification shall be abolished.

(b) Cleaners directed to do the work of a Mechanic's Helper whose rate of pay is higher, shall be paid the higher rate for each hour that such employee does such work. After any such temporary period, the lower rate of pay shall be resumed.

(c) This Article shall include plant and equipment employees under the maintenance department provisions which shall apply except as follows:

(i) Plant and equipment employees will pick hours of work, regular days off and depot location according to company-wide seniority.

(ii) Plant and equipment employees at any level may at any time be assigned to another depot or location according to the needs of the Authority. A change of depot or location will be compensated at the regular rate of pay when it occurs within picked hours of work and on regular work days.

(iii) Plant and equipment employees shall not be eligible for re-rate pay notwithstanding a change of depot or location or a voluntary or involuntary assignment of overtime.

(d) Promotions:

(i) Promotions to positions within the Maintenance Department (except Stores) shall be based on qualifications and seniority. The Authority shall have the right to specify qualifications for jobs in all classifications and to prescribe the necessary tests to determine whether an employee has such qualifications. An employee, to be eligible for promotion to, or be employed in such jobs, shall be required to satisfy the Authority that he reasonably meets such qualifications. The qualifications of any employee for any job shall be determined by the head of that department, but in the event of a dispute between the Union and the Authority with respect to qualifications of any employee, for any job, which dispute cannot be satisfactorily disposed of between the parties hereto under the grievance procedure, it shall be submitted to the Impartial Arbitrator under the grievance procedure. There shall be a ninety (90) day probationary period, which period may be enlarged to one hundred and twenty (120) days in the higher classification for each promotion during which time the promoted employee shall receive the higher rate of pay; or with respect to the classification of Mechanic's Helper, such probationary period shall be for a period of one hundred and eighty (180) days; however, if it is determined by the Authority at any time during the probationary period that the

employee is unqualified, that employee shall revert back to his previous classification and rate of pay, subject to arbitration as provided above.

(ii) A Mechanic position which remains vacant after being offered to all qualified employees (meaning qualified by a test) may be filled by the Authority with new hires.

(iii) Tests for promotions into the titles of Mechanic and Mechanic's Helper shall be open to internal and external candidates at the same time. Candidates will be placed on a combined list in score order. Scores will be the combined total of the written and "hands-on" skill test.

(iv) Employees hired after July 29, 1998 shall be eligible for promotion in the manner described in this subsection and shall not be covered by the seniority provisions for promotions. Seniority will only be considered in the event of equal combined total score. Employees hired prior to July 29, 1998 will continue to be governed by the promotion method as outlined in this Article, Section 5(d).

(v) The Mechanic's Helper classification will be the entry level position for new employees hired into the Maintenance Department. The function of the Mechanic's Helper title in the fixed route operation will include the fueling of paratransit vehicles. Management reserves its right to cease the fueling of paratransit buses in the fixed route operation with proper notice to the Union in accordance with the applicable provisions of this Agreement. Incumbent cleaners shall continue to be

eligible for promotion into the Mechanic's Helper title. Mechanic's Helper will be responsible for using tools when required. Employees hired into the title of Cleaner will be eligible to enter the Mechanic or Mechanic's Helper as described in Article III, Section 5(d)(iii).

(e) A pilot program shall be established which will identify the type of training required to maintain the level of skill necessary to maintain the current and future fleet of buses. The pilot program will consist of an equal representation of Union and Management participants. The final decision concerning the pilot program will be made by the Vice-President of Operations. The program will address cost-effective training and the type of testing needed to determine the employee's ability to learn and use the skills required. Training and testing for all maintenance functions will be reviewed (i.e., electrical, body shop, diagnostic, etc). The development of a training and testing program for the Maintenance Department will include a procedure which addresses the skills required for advancement through promotion.

(f) On an as needed basis only, the Authority shall offer a written and/or practical examination for the position of Plant and Equipment Technician Level I and II. Eligible applicants may take the examination for either or both levels. Internal candidates for the promotional examination shall be defined as incumbent Plant and Equipment Technicians Level II or Level III. External candidates shall be defined as all other applicants, including L.I. BUSL.I. BUS employees in other titles. The list of passing internal candidates shall be exhausted before promotions from the external list shall be made. Candidates on the external list who are already employees of the Authority shall carry company-wide seniority upon promotion.

(g) Maintenance Department employees shall pick shifts of work and days off in the order of seniority among those in the same classifications. There shall be one (1) department-wide pick each year, effective in January. There shall also be two (2) location picks each year, effective in June and September. In

addition to the foregoing, there shall be a location pick whenever a substantial amount of work is redistributed within a location and a department-wide pick whenever a substantial amount of work is redistributed between locations.

(h) Any maintenance employee who is inactive for thirty (30) days or more will be ineligible to pick an assignment during a location or system-wide pick and such assignment will be filled by the next eligible employee picking an assignment. In addition, when said maintenance employee returns to work, the employee will be assigned to a vacancy in his/her classification until the next pick. If no vacancy in the employee's classification exists, the employee will be assigned to a vacancy at the discretion of the Depot Manager.

(i) In the absence of the Line Supervisor, the Maintenance Department Shop Steward shall act as Line Supervisor for up to two (2) hours, to give the Authority time to replace the Line Supervisor. In the event a Line Supervisor cannot be replaced within the two (2) hour period, any Supervisor may take his place.

(j) The Authority will inform and brief the representative designated by the Union on Maintenance picks during their formation and, when a new Maintenance Department pick is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than seven (7) days prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of posting for pick shall be determined by the Authority. The Authority shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take into account the time reasonably required to complete the picking. Picking shall commence not later than five (5) days after the schedule is posted. Schedule of picking time is to be posted by the Union with fifteen (15) minutes allowed for each Maintenance Department employee. If the Union fails to post such a schedule, then the Authority may post one. In the event that a Maintenance Department employee fails to exercise his right to pick at his scheduled picking time, the Union Steward shall pick for him at his scheduled

picking time and such pick shall be binding upon said employee. In the event that the Union Steward fails to pick for such employee, then the Authority may pick for him at his assigned picking time, and such pick shall be binding upon such employee.

(k) One Union Steward at each location (Mitchel Field and Rockville Centre) to be selected by the Union, shall be relieved to help in the picking during each pick. Such Union Stewards shall be paid eight (8) hours pay, at straight time rates, for each day that they assist with such picks, subject to the limitation contained in the next succeeding sentence. The Union shall complete and return picks within the applicable number of days for which payment is made, as provided above, and shall not exceed the applicable number shown below:

<u>PICK</u>	<u>NUMBER OF DAYS</u>
Department-wide	8
Location	4
Holiday	2

(l) Vacation schedules shall be posted by the Authority and Maintenance employees shall select their vacations on the basis of departmental seniority as among such employees at the same location. All vacations start on the first day of the pay week.

(m) The provisions of Article V, with regard to Maintenance Department employees, shall apply to plant and equipment employees. There are no guarantees of overtime hours (including Cashiers) and management retains the right to determine the amount of overtime required. If overtime is required, assignment of overtime shall be administered by the Maintenance Department Union Representative according to the Transport Workers Union rotation system. Involuntary overtime shall be in the reverse order of seniority. At the sole discretion of the Maintenance Department Union Representative, a beeper system will be used by the Maintenance Department Union Representative to contact a plant and equipment employee when an emergency overtime assignment is required.

Section 6. Additional Bus Information Center Seniority Provisions.

(a) The provisions contained in Article III, Section 4 of the Agreement shall govern picks of assignments for Bus Information Agents, which shall take place three (3) times per year and be effective in January, June, and September, except that the provisions of subsections (i) and (j) of Article III, Section 4 of the Agreement relating to Union Stewards shall not be applicable. Bus Information Agents shall continue to have the right to be represented by one Union Steward, however.

(b) Vacation shall be picked at the same time as work assignments at the January pick. Bus Information Agents shall receive vacation accruals equal to those received by other employees in the bargaining unit having equal seniority.

Section 7. Revenue Department Seniority Provisions.

a) Cashiers will pick hours of work, regular days off and depot location according to company-wide seniority.

b) Cashiers may at any time be assigned to another depot or location according to the needs of the Authority. A change of depot or location will be compensated at the regular rate of pay when it occurs within picked hours of work and on regular work days.

c) The parties agree that cashiers will be excluded from the tool allowance provision of Article VII, Section 1, subsection (h).

ARTICLE IV

TRANSPORTATION DEPARTMENT RUNS AND SCHEDULING

Section 1. Bus Runs.

(a) There are three types of runs: straight runs, split runs, and group runs, which may consist of split runs and/or straight runs.

(b) Pick schedules for Bus Operators shall give information with respect to working hours, report, check-in, and meal period time for each run and for open pieces. The Authority shall create as many straight runs as possible. No

part of a split run will be less than two and one-half (2 1/2) hours in duration for purposes of pay.

(c) All Bus Operators shall be paid overtime rates (1 1/2 times regular rate) for split-run hours in excess of an eleven (11) hour spread or eight (8) hours pay time, in any one (1) day, excluding charter work. Report, travel, and check-in time shall be included in the computation of the spread.

(d) Split runs are those which have at least two (2) pieces of work per day, each separated by one (1) hour.

(e) All swing time scheduled for less than one (1) hour duration shall be considered as time worked.

(f) Employees working through splits on extra work will be paid straight through if less than one-half (1/2) hour remains between finish of AM part and start of extra work or end of extra work and start of PM part, provided the employee completes the second half of the split run.

## Section 2. Scheduling.

(a) All trips shall be scheduled so as to give the Bus Operator a reasonable recovery time at the end of the line.

(b) Except in an emergency, no employee may be compelled to work unless he has had at least eight (8) hours off between the end of one assignment and the commencement of another.

## Section 3. Coordination Between Bus Service and Long Island Railroad (LIRR) Train Schedules.

(a) To the extent that service changes in the LIRR schedules impact the scheduled bus service connections, it is the intent of the parties to this Agreement to allow flexibility in adjusting bus schedules to restore connections between those services that are lost or are affected as to impact service to the riding public.

(b) When bus operator blueprints require adjustments described in (a) above, the Scheduling Department may revise the affected bus route schedules and those of any connecting run, if necessary. These revisions may adjust the



length of an operator's work day, by extending it or shortening it, by up to and including ten (10) minutes.

(c) No bus operator shall incur a diminishment of pay from his or her previously picked blueprint pay as a result of any adjustment. L.I. BUSL.I. BUS will make every effort to minimize the schedule adjustments necessary to restore L.I. BUSL.I. BUS/LIRR connections and the impact of these adjustments to the work schedules of bus operators.

(d) In the event the Scheduling Department determines the adjustments necessary to restore affected connections require changes to the length of runs in excess of ten (10) minutes but not more than thirty (30) minutes, such changes shall be justification for the Union to request a line pick. A line pick will be conducted in seniority order for those operators on the specific route to be adjusted and as defined by the route number system. Adjustments requiring changes to runs in excess of thirty (30) minutes, or the simultaneous adjustment of more than five (5) routes in a location shall require a location pick as defined in this Agreement.

(e) Legitimate hardships to bus operators as a result of a change in schedules due to a line pick will be addressed jointly between the Union and the Vice President of Operations. The Vice President of Operations will make the final determination regarding the remedy for the hardship described by the employee.

## ARTICLE V

### HOURS OF WORK AND OVERTIME; SPARE MEN, ETC.

#### Section 1. Hours of Work and Overtime.

(a) The work week of all employees shall consist of eight (8) hours per day, forty (40) hours per week, five (5) days of work with two (2) days off.

(i) In the case of Operators on runs, report, check-in, travel time, and except in split runs, meal periods shall be included in the computation of the forty (40) hour week or eight (8) hour day.

(ii) In the Maintenance Department, employees' days off shall be consecutive, except that the Authority has discretion to implement split regular days off for Mechanic's Helpers located in the Norman J. Levy Facility Fuel Line. Effective January 1, 2001, the amount of split days off shall not exceed fifteen per cent (15%) of the number of Mechanic's Helpers assigned to fueling operations on the location pick. This amount shall be increased to twenty per cent (20%) on January 1, 2002. The computation of the forty (40) hour week or eight (8) hour day shall include meal periods and wash-up times.

(iii) In the case of Bus Information Agents, included in each day's work shall be one (1) paid meal period of thirty (30) minutes. Bus Information Agents shall not be entitled to any report, clear, accident, or travel time, and shall receive no guarantees of overtime hours for working prior to or subsequent to any regularly scheduled day of work.

(b) All employees who work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one week, shall be paid for such excess at the rate of one and one-half ( $1 \frac{1}{2}$ ) times his regular hourly rate of pay (overtime rates). Charter work voluntarily assumed by an employee or assigned by the Authority in accordance with subsection (g) of this section, either before or after his regular work day, shall be paid at charter rates with a minimum of four (4) hours pay, without overtime.

(c) The work week for Bus Information Agents shall consist of ten (10) hours per day, forty (40) hours per week, four (4) days of work with three (3) days off. Overtime at the rate of time and one half the regular hourly rate will only be paid for work actually performed in excess of (40) hours per week. Any and all paid leave provisions shall be adjusted accordingly.

(d) An employee working on his day off shall receive time and one-half (1 1/2) for not less than eight (8) hours of work, regardless of the time worked during that week; except that:

(i) an employee working a charter on his regular day off shall be paid at charter rates for not less than eight (8) hours of work;

(ii) an employee on his regular day off who accepts "Town Beach" charter work shall be paid at charter rates for not less than three (3) hours of performing either the departure or return trip and not less than seven (7) hours for performing both;

(iii) any Bus Operator working a regular day off (hereinafter referred to as "RDO") who is scheduled for Jones Beach work shall not be paid in the event the work is cancelled and the Authority notifies the employee at least 45 minutes before the scheduled reporting time; all cancellations and/or recalls must be verified in the presence of an employee authorized by the Authority; a Bus Operator who is working a RDO, extra work, or spare assignment who is required to cover a cancelled Jones Beach extra assignment will perform that assignment only as long as required or until released by the Authority; in those cases, the RDO and extra work operator will be compensated in accordance with Article V, Section 1 (d) and (e). The spare operator will revert to the spareboard upon completion of the extra assignment or until released by the Authority; in the event a Jones Beach extra work assignment is cancelled and the Authority later determines that additional buses are required to meet service demands, the first cancelled

Jones Beach extra operator will be afforded an opportunity to perform a Jones Beach extra assignment; this procedure will also apply to all subsequent cancellations; the Authority will inform the cancelled Jones Beach extra operator of the new report time; the employee will be required to report for the new report time determined by the Authority or forfeit the ability to work on that day; and

(iv) notwithstanding any provision contained in this Agreement or any appendix hereto to the contrary, an employee who is absent without leave on any of his regular scheduled five (5) work days in any payroll week shall not be paid overtime rates for any work performed on his regular day off during that week but shall be paid only at straight time rate.

(e) Except as provided in subsection (b) of this section, any Bus Operator who works prior to or after his regular picked run, shall receive a minimum of three (3) hours additional pay at overtime rates, except that a man who is not relieved at the end of his run shall continue to operate his bus to the next terminal and shall be paid at overtime rates for actual time involved in the additional trip.

(f) Subject to the provisions of subsection (h) of this section, open pieces appearing on the pick schedule shall be assigned to available spare men (on a seniority basis) or, if the Authority determines that none may be assigned, made available on an overtime basis to those Operators reporting for work on the day the open piece is scheduled, or if none of those Bus Operators bid, then to any employee selected by the Authority provided he agrees. Records of overtime work on open pieces shall be maintained at each location by a Union Steward. Notwithstanding a Bus Operator's rights under any pick schedule then in effect, in the event the Authority elects to curtail Jones Beach service by eliminating his run or any part

thereof on any given day because of inclement weather, then such Bus Operator shall be treated for that day or the remainder of that day, as the case may be, as having picked a spare-man assignment for the same tour of duty as that of his cancelled run, and he shall be subject to open piece assignments by the Authority during that tour after all other spare men have been used.

(g) Subject to the provisions of subsection (h) of this Section, charter and other open work shall be assigned to available spare men (on a seniority basis) or, if the Authority determines that none may be assigned, made available to Bus Operators whose regular day off coincides with the charter or other open work, or if none will accept, then to any employee selected by the Authority provided he agrees. When this work is performed by Bus Operators on their regular days off, it will be rotated on a seniority basis. The T.W.U. system of rotation will apply. Records of work on days off shall be maintained at each location by a Union Steward. The rotation of charter assignments as herein required shall not mean that the Authority must call a different Bus Operator for each individual charter; but the Authority may combine two or more charters where it believes that in combination they will not exceed eight (8) hours of work and treat such a combination as a single charter assignment for purposes of such rotation. Such combination cannot involve any piece involving travel outside Nassau or Suffolk County. As long as Authority operations in Nassau or Suffolk County are being conducted out of more than one (1) location, the Authority agrees to use its best efforts to allocate charter assignments among Bus Operators who wish to perform such work in such manner that the Bus Operators at each location receive generally the same number of assignments over the course of each calendar year as the Bus Operators at any other location, provided, however, that charters can be transferred to depots where men are available to work them.

(h) Where volunteers are not available, the Authority may mandate overtime for charter and trippers, provided that (i) such overtime is to be distributed equitably among Bus Operators so that no Bus Operator is overloaded,

and (ii) assignment of overtime will be made following consultation with Shop Stewards at the appropriate depot as to availability of volunteers.

## Section 2. Spare Guarantee.

(a) Spare men will report and be paid for eight (8) hours, whether on report or working. The eight (8) hours shall be consecutive.

(b) All spare men are entitled to a thirty (30) minute meal period within their eight (8) hour tour of duty; which meal period shall not be the first half-hour or the last half-hour of said tour.

(c) Spare men who work or are on report in excess of eight (8) hours in any one day, or forty (40) hours in any one week, shall be paid at overtime rates (except as provided in Article V, Section 1, paragraph (d), subdivision (iv).

(d) Spare men shall exercise seniority in such manner that "strict" seniority prevails (seniority is exercised each day without regard to whether or how it was exercised in prior days) both as to the weekly tours of duty selected and as to assignments within each day's tours of duty selected and as to assignments within each day's tour. If a run opens, the senior Bus Operator can pass work down. If no one wants the run, the junior Bus Operator is required to take it.

(e) Spare men will pick their days off at the beginning of the pick. They will not change for the entire pick unless a new employee is added to the spare board. Vacation relief Bus Operators coming to the spare board will not make these days off change for the spare men.

(f) Spare men will receive pull-in time on trippers and any other work performed, other than charter, to prevent the senior man from exercising his seniority again. Pull-in time does not mean blueprint time for spare men.

(g) Each schedule of Bus Operators runs posted for pick at each location shall provide for an appropriate number of slots, as determined by the Authority, for the performing of vacation relief work, which slots shall be in addition to the slots provided by the Authority for spare men at that location. Bus Operators picking vacation relief work shall be limited to operating the runs of Bus Operators on vacation. Selection of vacation assignments during the term of the

pick shall be conducted independent of, but in the same manner as, the spare board is operated at the particular location. If there is an excess of vacation relief Bus Operators at any location for any given week's schedule of work, the exercise of departmental seniority among the Bus Operators then on the vacation relief board shall determine which of them will be assigned by the Authority to the spare board for that location for that week. Upon such assignment, those Bus Operators will have their departmental seniority dovetailed with that of the Bus Operators already on the spare board; they will then pick spare board work in accordance with the seniority rules governing that location. Fifty percent (50%) of such excess vacation relief Bus Operators will be assigned Saturday and Sunday off, and the remaining fifty percent (50%) will be assigned other days off, at the discretion of the Authority. Except as provided in this subsection (g), vacation relief men shall be regarded as spare men for all the purposes of this Agreement. If a vacancy in a regular run occurs during the term of the pick, it shall be picked for the remainder of the pick by the exercise of departmental seniority, on a "merged" basis, among the men then on the vacation relief board and the men on the spare board, section 4 of Article III of this Agreement notwithstanding, and if the job is taken by a vacation relief man, his vacation relief work for the remainder of the pick shall be covered by the spare board.

### Section 3. Reporting and Check-In Time.

(a) Every run appearing on the pick schedule shall include one (1) ten (10) minute period a day for reporting time and one (1) ten (10) minute period a day for check-in time, whether it be a straight run, a split run, or a group run. A report and check-in time shall also be built into each open piece as well as regular runs.

(b) All reports shall be made at the garage.

Section 4. Travel Time. The Authority's calculation of travel time will be included in run time.

Section 5. Meal Period.

(a) Every straight run appearing on the pick schedule and every shift of maintenance men shall be arranged by the Authority to include thirty (30) minutes as a paid meal period. The meal period shall be as near as possible to the middle of the run or shift.

(b) Any other run appearing on the pick schedule, other than a split run, of more than five (5) continuous hours shall include a paid meal period.

ARTICLE VI

CHARTER WORK, RAILROAD WORK, AND JONES BEACH WORK

Section 1. Charter Work.

(a) Except for charters assigned to spare men during their regular tour of duty, all charter work will be paid at the charter rates specified in Article IX, from the time the Bus Operator is required to report to the location designated by the Authority until the time he returns, without provision for overtime and night differential.

(b) The Authority is not obligated to pay the employee if it notifies him or attempts (in the presence of a Union Steward) to notify him of a cancellation or postponement of a charter by telephone at least one (1) hour before scheduled departure time. If a charter is cancelled or postponed after his report for work, the Authority guarantees him three (3) hours pay at the charter hourly rate.

(c) If an employee is assigned a charter as extra work after his regularly scheduled work day and the charter is cancelled prior to leaving the location, he will receive one (1) hour at the charter rate of pay.

(d) Employees doing charter work shall receive all tolls, advances on overnight expenses and special instructions before leaving the location. They shall be compensated for meals and lodging only on overnight charters, such compensation to be at the rate of \$15.00 per day for lodging and \$10.00 per day for meals. Any sum spent for lodging in excess of such amount shall be reimbursed upon presentation of a receipted bill plus Authority approval.



(e) The Authority shall not be obligated to post charters for regular day off work which it believes will pay five (5) hours or less.

## Section 2. Railroad Work.

(a) All railroad work will be paid at the Bus Operator's line rate of pay.

(b) A Bus Operator doing railroad work, other than blueprint work, on his regular day off shall be paid time and one-half (1 1/2) after eight (8) hours provided he has actually left the depot to perform work. An RDO Bus Operator who is marked up or called in and cancelled before he leaves the depot will receive five (5) hours pay.

(c) A Bus Operator who performs such non-blueprint railroad work prior to or after his regular work will receive a minimum of three (3) hours at time and one-half (1 1/2) and will receive straight time for all hours worked in excess of the first three (3).

(d) A spare Bus Operator who performs such non-blueprint railroad work on his regular day is to be paid the line rate of pay for all hours worked and time and one-half (1 1/2) for all hours worked in excess of eight (8).

(e) A Bus Operator who performs such non-blueprint railroad work during his swing will be paid time and one-half (1 1/2) for all time worked with a guarantee of three (3) hours of time and one-half (1 1/2) provided the Bus Operator has the time necessary to allow this payment. Boost time will not be deducted from time worked to avoid the guarantee but will not be duplicated.

(f) A Bus Operator who is taken off his regular run and directed to do such non-blueprint railroad work during an emergency that has been declared by the President or his designee will not receive duplicate pay for such work. Bus Operators will be paid at time and one-half (1 1/2) for all hours worked in excess of their blueprint hours for the day. Management will use trippers before resorting to taking Bus Operators off regular runs and will consult with Shop Stewards, if they are on the property and immediately available, before selecting the runs to be affected.

(g) All Bus Operators performing such non-blueprint railroad work will receive time and one-half (1 1/2) after eight (8) hours of work, except for railroad charters.

### Section 3. Jones Beach Work.

(a) All Jones Beach work will be paid at the Bus Operator's regular line rate of pay.

(b) The Jones Beach operation will be a separate operation apart from regular location operations, and normal seniority rules will not apply.

(c) Bus Operators assigned to the location from which the Jones Beach run or Extra emanates shall be given first choice on that work. When that location runs out of available Bus Operators, then the other location(s) will provide "Regular Day Off" or "Extra Work" Bus Operators to do such Jones Beach work, regardless of location from which such work originates.

(d) Bus Operators assigned to a Jones Beach "Extra" will operate on any Jones Beach route per the instruction of the Dispatcher, regardless of whether the route originates from his location.

(e) Jones Beach "Blue Print Runs" will operate as scheduled.

(f) All Jones Beach "Union Trippers" will operate as previously operated.

(g) Bus Operators assigned to Jones Beach "Extras" will work until the run is no longer needed and the Bus Operator is released by the Jones Beach Dispatcher on duty.

(h) All Jones Beach runs operating prior to or after the "regular beach season" will operate as "Extras" rather than "Blue Print" runs.

### Section 4. Limited Assignment Operations.

(a) It is the parties intention to develop a variety of new service types and levels including subscription service, railroad feeder service, curb-to-curb type transit service, and/or circulator service using vans, mini-buses and/or full size buses to meet the needs of public transit. Employees employed to perform one or

more of these types of service shall not be permitted to perform existing fixed route bus service or emergency Long Island Rail Road work.

(b) For any new routes including service currently performed on a contract basis, the Authority may hire employees at a wage rate of between \$10.00 and \$13.00 per hour. If a dispute arises over exact rates of pay, the parties agree to make a joint request to the New York State Public Employment Relations Board for arbitration referral pursuant to Section 209(5) of the Taylor Law. Limited Assignment employees will perform all new fixed route bus service which is added to the current fixed route bus service provided by L.I. BUSL.I. BUS Existing fixed routes shall mean all existing routes as they now exist as well as any adjustment or modification made to existing routes. The fixed route bus operator work assignments in existence prior to the date of this agreement shall continue to be performed by full time bus operators. In the event of service reductions, both the Union and L.I. BUSL.I. BUS will meet to address eliminating the additional fixed route service referenced herein above prior to the elimination of the current fixed route service. L.I. BUSL.I. BUS reserves all of its management rights as described in this agreement with regard to its fixed route and limited assignment operations.

#### LIMITED ASSIGNMENT BUS OPERATORS

##### RATES OF PAY

12/16/05	12/16/06	12/16/07
13.7025	14.2500	14.75

(c) Employees employed to perform one or more of these types of service shall receive overtime pay in accordance with the provisions of the Fair Labor Standards Act and shall as a minimum standard be required to comply with motor vehicle licensing provisions.

(d) Employees hired for limited assignment operations shall be recognized as Union members subject to dues check off provisions. Such employees will not receive any of the benefits described in the collective bargaining agreement and all work practices will be the subject of further discussions between the parties. The Authority reserves all of its management rights with regard to limited assignment work.

(e) A hiring preference will be granted to L.I. BUSL.I. BUS retirees to the extent permitted by law.

(f) Limited Assignment employees shall be on probation for six months (one hundred and eighty days) from the first day of employment as described in Article III, Section 1(a) and (b) of this Agreement.

(g) Limited Assignment employees shall be covered by the grievance and disciplinary procedures described in Article II, Sections 2 and 3 of this Agreement.

(h) All determinations of applicant qualifications remain the exclusive right of L.I. BUSL.I. BUS in accordance with this Agreement. In the event there are no qualified Limited Assignment applicants, L.I. BUSL.I. BUS will recruit from other available sources.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

#### Section 1. Uniforms/Work Shoes.

(a) The Authority and the Union shall have the right to make reasonable specifications for the uniforms and equipment providing for any patterns, color or quality or material. Notwithstanding the provisions contained herein the Authority retains the right to select and issue all uniforms. There shall be established a Joint Labor-Management Committee to review the utility of issuing shorts and revising the pattern for the Bus Operator blouse presently issued.

(b) The Authority, at its own expense, will provide or have provided to each Bus Operator a uniform, agreed upon with the Union as to pattern, color, and quality and material, consisting of the following items:

<u>Item</u>	<u>Number</u>
Blouse	1
Winter Trousers	2
Summer Trousers	2
Long-Sleeve Shirts	5
Short-Sleeve Shirts	5
Ties	2
Cap	1

The Authority will give each Bus Operator an annual uniform credit of \$165.00. The cost of each item of uniform issued will be deducted from the uniform credit until the credit is exhausted, at which time no new uniform items will be issued until the credit is restored. Unused credit will accumulate, but in no event will it be paid out as cash. Bus Operators will be allowed to purchase heavy winter coats from the Authority at the prevailing cost to the Authority if the Authority is able to procure such coats.

The Authority shall provide each Bus Operator with one set of flares. Each Bus Operator shall ensure that at all times a set of flares is on board the bus he or she is operating. Replacement sets of flares shall be available in the uniform center and may be purchased with uniform credits.

(c) The Authority will provide each Maintenance Department employee with a uniform consisting of one (1) winter jacket, six (6) sets of pants and shirts per week of winter weight material during the winter and six (6) sets of pants and shirts per week of summer weight material during the summer. The Authority will provide and pay for maintenance of such uniforms and will arrange to have soiled uniforms picked up for laundering twice a week. The Authority shall allow each Maintenance Department employee an annual shoe voucher of \$95.00 toward the purchase of new safety shoes (to be worn at all times while on duty), subject to

paragraph (i) of this Section. Plant and equipment employees shall receive the Maintenance Department shoe allowance in accordance with applicable procedures, subject to paragraph (i) of this Section.

(d) The Authority shall have safety glasses available in the shops for the use of all Maintenance Department employees who require them in doing their work. Where necessary, prescription-type glasses will also be made available.

(e) Rain gear shall be provided to Maintenance employees as needed based upon employment requirements.

(f) All Mechanics shall receive an annual tool allowance of \$220.00 payable each January 1. Effective January 1, 2008, the Mechanics shall receive an annual tool allowance of \$250.00 payable each January 1. An updated list of appropriate tools will be developed by management in consultation with the Union representatives and distributed to applicable employees. Any such employee shall be required to do road calls.

(g) Plant and equipment employees are excluded from the tool allowance provision of Article VII, Section 1, subsection (h).

(h) Maintenance Department employees shall be allowed five (5) minutes wash-up time before lunch and five (5) minutes before the end of their shift for returning Authority tools, putting away their tools, and washing up.

(i) Shoe Allowance. Effective January 1, 2005, the annual shoe allowance for titles covered by this Agreement shall cease. A shoe voucher shall be provided to employees annually to purchase shoes from vendors who have reached agreement with the Authority. Vouchers shall not be transferable from one year to another. Only shoes approved by the Authority shall be made available to employees by the vendor and eligible to be purchased with the voucher. The dollar value of the vouchers are as follows:

- Bus Operators - \$75.00
- Maintenance Department employees - \$95.00
- Revenue Department employees - \$95.00

## Section 2. Bereavement Pay.

(a) An employee who suffers the death of his spouse or child, or parent or parent-in-law, or brother or sister, or natural grandmother or grandfather, or grandchild, or any person residing in the household, shall be excused from work for up to three (3) days and shall be paid at his regular rate. "Any person residing in the household" is to be interpreted as meaning a person related by family ties with permanent residency in the household.

(b) The Authority shall have the right to require proof of death and proof of relationship.

## Section 3. Leaves of Absence.

(a) Employees may be granted limited leaves of absence upon application to the Authority. The reasons must be justified and of an emergency nature involving illness or personal matters. The granting of such leave and the time of the same must be agreed to by the Authority and the Union. An employee granted a leave of absence shall retain full seniority rights for the first sixty (60) days of said leave. No leave of absence shall be granted for the purpose of outside employment. Any employee who during such leave of absence accepts outside employment, shall be deemed to have resigned, and if rehired, shall be deemed a new employee.

(b) If any member of the Union shall be elected or appointed to any office or position of responsibility within the Union which requires his absence from service of the Authority for varying lengths of time, the Authority will grant leaves of absence without pay to such employee for such absences, until such term of office or position of responsibility expires or is terminated. Upon completion of such leaves of absence, the employee must be physically capable of performing the work of his former position at the time of returning to same. It is understood that such leaves of absence may be had only for Union business. An employee on leave of absence for Union business shall be deemed to continue as an employee of the Authority (i) for the purposes of any pension plan of the Authority of which he is a member at the time of taking the leave, provided and so long as the employee or

the Union shall continue to pay his contribution required in respect to his membership under the plan, and (ii) for the purposes of any welfare benefits hereinafter provided.

(c) An employee taking leave under (b) shall retain full seniority.

Section 4. Military Leave. The Authority shall observe all state and federal legal requirements relating to military service.

Section 5. Rules and Regulations. The Union agrees that the employee will observe the rules and regulations promulgated from time to time by the Authority. In the event the Authority intends to promulgate any new rules or regulations, it shall mail a copy thereof to the Union five (5) days before posting the same.

Section 6. Attendance in Court; Accident Reporting.

(a) Any employee required by the Authority to attend legal proceedings involving the Authority shall be paid for the time lost. The Authority also agrees to pay employees for the off-the-job time spent at the request of the Authority in reporting any accident after the Authority's first interview.

(b) Paid time due the employee pursuant to subsection (a) of this section shall be considered a part of the work day and the work week for purposes of computing overtime, except that if such time occurs on the employee's scheduled day off, he shall be paid straight time rates and travel expenses incurred outside Nassau County.

Section 7. Jury Duty. Employees required to perform jury duty shall receive a full day's pay for each day served. Employees shall submit jury notices to the Authority promptly upon receipt. Thereafter employees are required to furnish proof of jury service and to turn over to the Authority the daily jury fee received for performing said jury duty, but not travel allowances.

Section 8. Bulletin Board. The Authority shall furnish a bulletin board for the sole use of the Union at each location, and the Union shall have access thereto at all times for the posting of official Union notices, but such official Union notices shall be limited to announcements and shall contain nothing political or



similarly controversial and in no circumstances shall reflect upon the Authority or upon any of its officers or employees.

Section 9. Pyramiding. No employee shall be paid "overtime on overtime" or overtime on wage differentials for any purpose of this Agreement.

Section 10. Lockers. The Authority shall provide a locker for the convenience and use of each employee at its own cost and expense; such locker shall be subject to search by the Authority for good cause.

Section 11. Compensation for Time Lost for Assaults While on Duty. An employee required to lose time due to injuries received in an unprovoked assault while on duty and engaged in the performance of his work shall receive the same pay he would have received had he been regularly employed for the first one (1) to five (5) days of absence with the exception of pay for open pieces. An employee who is robbed while on duty and engaged in the performance of his work will be reimbursed, upon satisfactory proof of loss, as follows:

- (a) Loss of watch, up to \$75.00.
- (b) Loss of money, up to \$75.00.
- (c) Loss of eye glasses at reasonable replacement cost.

Section 12. Crime Area Insurance. The Authority agrees to provide insurance in the amount of \$100,000.00 for accidental death or permanent disability arising out of job-related hold-up or robbery.

Section 13. Americans With Disabilities Act (ADA). The parties agree to comply with the requirements of the Americans with Disabilities Act (ADA).

Section 14. Medical Examinations. Employees shall be compensated at their regular rate of pay for twenty (20) minutes subject to overtime provisions for required medical examinations which are scheduled outside the employees' regular tours of duty.

Section 15. Polygraph Examination. The employer has the right to administer to each cashier an annual polygraph examination and/or polygraph examination at any other time based on reasonable cause to believe that the cashier has been or is committing a theft of L.I. BUSL.I. BUS funds. The test shall be

administered by a licensed polygraph examiner. The questions used by the polygraph examiner shall avoid any flagrant invasion of privacy on non-work related matters. L.I. BUSL.I. BUS President or designee and the T.W.U. President or designee shall review the polygrapher's questions prior to the test to ensure that such invasive questions are not included.

Section 16. Commercial Driver's License. Commencing January 1, 1999, L.I. BUSL.I. BUS will reimburse employees for the fee associated with renewal of Commercial Driver's Licenses expiring after January 1, 1999. L.I. BUSL.I. BUS will only reimburse employees who hold positions which require a commercial driver's license.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### Section 1. Holidays.

(a) The following days, or days legally celebrated as such in lieu thereof, shall be paid holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Labor Day, Independence Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the employee's birthday (except the employee's birthday during his first year of employment).

Work on a paid holiday is optional, unless there is an insufficient number of employees picking for the work to be performed that day, in which event uncovered work must be filled at each location in inverse order of classification seniority. Such optional work shall be made available on a classification seniority basis at each location with separate pick for each such holiday and with no requirement for rotation or for equalization of overtime. "Hawks" shall not be included in holiday picks for Bus Operators.

Cashiers shall be covered by the holiday provisions in this Agreement.

(b) Each employee who is not assigned to duty on a holiday listed above, shall be paid as follows:

(i) In respect to each Bus Operator having a regular run, the weekday blueprint time scheduled for such run.

(ii) In respect to Spare Board Operators, eight (8) hours.

(iii) In respect to all other employees, on the basis of their regular day's pay.

(c) Employees on duty on any of such holidays will be paid as follows:

(i) A Bus Operator having a regularly assigned run on a holiday, or assigned to a supplementary run on a holiday, shall be paid straight time for eight (8) hours and time and one-half (1 1/2) thereafter, and, in addition, shall receive a day's pay computed as set forth in (b) (i) of this section, at the applicable time set forth therein.

(ii) All other employees assigned to work on a holiday will receive straight time for eight (8) hours and time and one-half (1 1/2) thereafter and, in addition, shall receive a day's pay computed as set forth in (b) (ii) and (b) (iii) of this section.

(d) Employees who are on leave of absence authorized pursuant to section 3 of Article VII will not be paid for holidays occurring during their period of absence.

(e) An employee who by order of the Authority is serving a suspension as a result of a disciplinary penalty which starts the day after the holiday or ends the day before the holiday, shall not be denied holiday pay, unless such suspension is the result of a fitness-for-duty test.

(f) When any such holiday falls within an employee's vacation, such employee shall receive holiday pay for that day computed at one-fifth (1/5) of the

weekly vacation pay rate he is receiving. When any employee's birthday falls on the same day as another of such holidays, such employee shall receive holiday pay for that day computed as in (b) above, multiplied by two (2).

(g) For the purpose of computing weekly overtime pay, a holiday falling within the employee's scheduled work week and permissibly not worked shall be deemed time worked (for number of hours his schedule calls for).

(h) When the Authority institutes a holiday schedule on any day other than the paid holidays above provided, employees who were otherwise scheduled to work that day but who are not required to work shall be paid on the basis of their regular assignment for that day.

(i) An employee who picks to work or is assigned to work on a holiday and fails to work will receive no pay at all for the holiday unless such employee, at least two (2) hours before the commencement of his scheduled tour of duty on that day, notifies the appropriate supervisor that he will be unable to work, giving the reason or causes for such notice to be given.

(j) Employees may not collect holiday pay and sick leave pay for the same day. Only holiday pay will be payable for such day.

(k) No employee shall earn holiday pay unless the employee reports for and completes work on the holiday and on the scheduled work day prior to and after the holiday unless an employee's failure to report for or complete work on any of these days is a result of the following:

(i) Sickness which is verified by medical documentation satisfactory to the Authority, or

(ii) Assault, injury or accident occurring during a tour of duty.

(l) Employees who are absent from work on account of illness or disability and who have exhausted their sick leave (unless they are receiving

Workers' Compensation benefits) shall be paid for holidays only in accordance with the following formula:

(i) Such employee with up to five (5) years service at commencement of the absence will receive holiday pay for holidays falling within the first three (3) months of absence.

(ii) Such employee with five (5) to seven (7) years of service at commencement of the absence will receive holiday pay for holidays falling within the first four (4) months of absence.

(iii) Such employees with over seven (7) years service at commencement of the absence will receive holiday pay for holidays falling within the first six (6) months of absence.

(m) Employees shall have the option of receiving pay for a holiday at the time it is earned or banking any such holiday pay. Holiday pay that the employee chooses to bank will be paid to the employee in a lump sum during the first week of December of the year in which earned. No holiday pay may be accumulated or carried over into the following year. Employees who actually work on July 4th, Thanksgiving Day, Christmas and New Year's Day shall receive a \$2.00 per hour differential for all the hours actually worked.

(n) The Authority agrees to promulgate a Standard Operating Procedure ("SOP") with regard to the use of banked holidays. The procedure shall permit use of banked holidays in conjunction with vacations and regularly scheduled days off, identify reasonable documentation required to support a request and set forth a reasonable time period for review of such request. However, nothing agreed to herein nor subsequently contained in the SOP shall limit management's right with regard to final approval on use of banked holidays.

## Section 2. Vacations.

(a) Vacation schedules shall be determined by the Authority and shall be taken by the employees in periods of not less than one (1) week. All vacations shall start on Sunday.

(b) Employees who complete one (1) or more years of service shall receive the number of weeks of vacation with pay set forth below:

<u>Vacation Allowance</u>	<u>Service Requirement*</u>
1 Week	1 Year
2 Weeks	3 Years
3 Weeks	5 Years
4 Weeks	10 Years
5 Weeks	16 Years
5 Weeks	15 Years (effective 1/1/08)

\* Service requirements are subject to the provisions of the subparagraphs of this section.

(c) For purposes of this section all years of service must be continuous (layoffs and leaves of absence disregarded).

(d) No employee shall be permitted to work during his vacation, except in accordance with the following: An employee will be permitted to reschedule into a vacant vacation pick or carry-over to the following vacation year any scheduled vacation week where the employee was hospitalized for non-elective reasons. Only blocks of five (5) days may be rescheduled or carried over. Current practices regarding vacation relief coverage will not be affected by this Agreement.

(e) At the employee's option, an employee may elect to be paid for one week's vacation according to the following procedure:

(i) Prior to the annual system-wide pick for vacations, the employer will post a vacation cash-in option list.

(ii) Those employees who sign on this list shall receive one week of vacation pay at the same time as their first scheduled week of actual vacation.

(f) Each of the vacation benefits hereinabove enumerated shall not be deemed earned until the full one (1) year, three (3) year, five (5) year, ten (10) year, sixteen (16) until 1/1/08 or fifteen (15) year, as of 1/1/08 period of service, as the case may be, shall have actually been completed, and shall be taken in each case in the next subsequent calendar year except as set forth in (h) below.

(g) Employees named on the general seniority list shall have their respective employment dates for the purpose of computing years of service and the extent of their entitlement to vacation determined by reference to the dates set forth in such exhibit opposite their names under the column entitled "For Vac. Purposes". Such employees earning additional vacation weeks prior to December 31 of any calendar year shall take such weeks in the same calendar year as the entitlement was completed, subject to Paragraph (i) below. All other employees shall have their years of service and extent of entitlement determined by reference to the January 1 next succeeding their date of last hire, and any such employee who at the close of business on December 31 of the year subsequent to the year in which last hired has not completed one (1) full year of service, shall in lieu of a vacation in the following year be paid by check a sum equal to three and one-third ( $3 \frac{1}{3}$ ) hours times his then hourly rate for each month or portion of a month in excess of fifteen (15) days which shall be elapsed from the date he was last hired to the said December 31.

(h) Vacation for each calendar year shall be picked in connection with the pick to become effective in January of that year. If the computation of entitlement to vacation (subsection (g) above) shall operate to entitle any employee, for the first time, to an additional week of vacation as of any date on or after November 1 of any year, the Authority shall have the right to compel the employee to defer the taking of that week of vacation until the following calendar year; but except for such a case, and cases covered by Article VIII, section 2(d), vacations may not be accumulated or carried forward.

(i) The weekly wage upon which vacation pay for any Bus Operator shall be based shall be the blueprint wage for the pick he made at the picking last

preceding the date his vacation begins (open pieces excepted) and which he actually worked, multiplied by the number of weeks of vacation he is entitled to under this section; vacation pay for all other employees shall be computed on the basis of forty (40) hours at their then prevailing hourly rates, multiplied by the number of weeks of vacation they are entitled to under this section.

(j) Not more than eight percent (8%) of the Bus Operators at each depot on runs may be allowed to go on vacation in any given week.

(k) Vacation in the Maintenance Department will be spread evenly throughout the year.

(l) No more than one (1) Bus Information Agent may be on vacation during any given week.

(m) Employees who are absent from work on account of illness or disability and who have exhausted their sick leave shall receive vacation pay only in accordance with the following:

(i) If such employee works at least six (6) months of the twelve (12) month qualifying period for vacation, he will receive full vacation.

(ii) If such employee works less than six (6) months in the twelve (12) month qualifying period for vacation, his vacation pay will be reduced by one-sixth (1/6th) for each month less than six (6) that he worked.

(iii) If such an employee is absent and receiving Workers' Compensation, he will be deemed to have worked one (1) full year after the last day he actually worked for purposes of computing the amount of vacation pay to which he is entitled under (i) and (ii) above.

(n) An employee who is on leave of absence authorized pursuant to Section 3 of Article VII will not be granted any vacation during the continuance of such leave. An employee must be in active service immediately preceding the period for which he is granted a vacation.



(o) An employee who is dismissed on charges or who resigns while on charges or in anticipation thereof, shall not be entitled to collect termination pay or vacation pay, nor shall he have the date of termination of his employment postponed to allow him any vacation pay whatsoever, whether he shall have previously had a vacation in the vacation year or not.

(p) Plant and equipment employees shall receive vacation allowance based on years of service set forth in this Agreement. All vacation picks shall be spread evenly throughout the year. Plant and equipment employees shall select vacations by company-wide seniority within their respective depot locations. No two plant and equipment employees shall be permitted to pick a vacation for the same week within the same depot.

(q) Cashiers shall receive vacation allowance based on the years of service set forth in this Agreement. All vacation picks shall be spread evenly throughout the year and shall be picked in accordance with company-wide seniority. No two cashiers shall be permitted to pick a vacation for the same week.

### Section 3. Termination Pay.

(a) Termination pay shall be allowed an employee in addition to any vacation pay due him under Section 2 of this Article.

(i) Where the employee's services are terminated through no fault of his own, or because of his induction into the Armed Forces of the United States; or,

(ii) Where the employee who is going on leave of absence or resigning or retiring of his own volition and not because of, or in anticipation of, disciplinary action against him, shall prior to separation from service, make a request therefore; or

(iii) Who dies.

(b) Termination pay shall be computed as follows: For each month or major portion (over fifteen (15) days) thereof that shall have elapsed in the year in which the termination occurs, one-twelfth (1/12th) of the vacation pay he would

have earned had he completed the full year's service, the vacation pay for this purpose being computed on the basis of an eight (8) hour day times the rate being earned by the employee at the time of termination.

## ARTICLE IX

### RATES OF PAY

Section 1. Wage Rate for New Hires. All employees regardless of classification hired on or after May 3, 1992, except as provided for in Section 2 and 4 below, shall receive during the first three (3) years of their employment a percentage of the top rate of pay of the employee's title in accordance with the following schedule:

65% of top rate during first year of service  
75% of top rate during second year of service  
85% of top rate during third year of service  
100% of top rate during fourth year of service

The percentage progression schedule set forth above shall follow the employee during his first three (3) years of employment, except for those employees hired after July 29, 1998 as described in Section 2 and 4 of this Article. These rates shall apply to night shift differential.

Section 2. Bus Operators. The rates of pay for Bus Operators shall be as follows:

#### BUS OPERATORS RATES OF PAY

Hired Prior To 07/29/1998	Effective 12/16/05 3.00%	Effective 12/16/06 4.00%	Effective 12/16/07 3.5%
100%	25.0100	26.0100	26.9200
Hired After 07/29/1998			
37 <sup>th</sup> Month	21.2575	22.1075	22.8825
49 <sup>th</sup> Month	25.0100	26.0100	26.9200

Hired After 12/31/2004	Effective 12/16/05 3.00%	Effective 12/16/06 4.00%	Effective 12/16/07 3.5%
Entrance	15.0100	15.6100	16.1575
7 <sup>th</sup> Month	16.2600	16.9100	17.5025
13 <sup>th</sup> Month	17.5075	18.2075	18.8450
25 <sup>th</sup> Month	18.7575	19.5075	20.1900
37 <sup>th</sup> Month	21.2575	22.1075	22.8825
49 <sup>th</sup> Month	25.0100	26.0100	26.9200

#### Limited Assignment

Bus Operator	13.7025	14.2500	14.7500
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\* Training rates of pay will vary in accordance with minimum wage rates. Effective January 1, 2005, the minimum wage training rate shall be eliminated. Bus operators shall be paid at the first level of the applicable wage progression on the first day of work.

Bus Operators shall be paid, in addition to the above rates, a differential of fifty cents (\$.50) per hour while breaking in a new Bus Operator and a night differential for hours worked between 6:00 p.m. and 6:00 a.m. of one dollar (\$1.00) per hour. Effective January 1, 2008, a differential rate of one dollar (\$1.00) per hour while breaking in a new Bus Operator and a night differential for hours worked between 6:00 p.m. and 6:00 a.m. of one dollar and twenty-five cents (\$1.25) per hour.

Section 3. Charter Rates. Charter rates for Bus Operators shall be as follows:

Effective 12/16/05 3.00%	Effective 12/16/06 4.00%	Effective 12/16/07 3.5%
13.3591	13.8935	14.3797

Section 4. Maintenance Department. The rates of pay for employees in the Maintenance Department shall be as follows:

MAINTENANCE DEPARTMENT  
RATES OF PAY

Hired Prior to 1/10/89	12/16/05 3%	12/16/06 4%	12/16/07 3.5%
Mechanic	26.9900	28.0700	29.0525
Mechanic Helper	23.6850	24.6325	25.4950
Cleaner	23.1450 20.4175	24.0700 21.2339	24.9125 21.9775
Storekeeper	26.6125	27.6775	28.6450
Hired After 5/3/92 & Prior to 7/29/98	12/16/05 3%	12/16/06 4%	12/16/07 3.5
Mechanic	26.6125	27.6775	28.6450
Mechanic Helper	23.6850	24.6325	25.4950
Cleaner	13.8400	14.3925	14.8950
Storekeeper	26.6125	27.6775	28.6450

\*Effective 7/29/98 new title of "LIMITED ASSIGNMENT CLEANER" Established.  
This rate is not subject to wage progression.

- (1) Represents lead rate of pay and now classified as a Mechanic  
 (2) Represents Class IV rate of pay now classified as a Cleaner  
*These rates of pay will be eliminated when all current incumbents attrite.*  
 (3) Represents new top rate of pay not subject to wage progression.

Hired after 7/29/98	12/16/05 3%	12/16/06 4%	12/16/07 3.5%	7/7/08 3.5%
Mechanics				
Entrance 90%	18.6450	19.3900	20.0700	20.7725
13 <sup>th</sup> Month 95%	19.6825	20.4675	21.1850	21.9250
25 <sup>th</sup> Month 100%	20.7175	21.5450	22.3000	23.0800

Mechanics Helper	18.4325	19.1700	19.8400	20.5350
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Storekeeper	18.4325	19.1700	19.8400	20.5350
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Cleaners

Entrance 65%	8.9950	9.3525	9.6800	10.0200
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13 <sup>th</sup> Month 75%	10.3800	10.7950	11.1725	11.5625
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25 <sup>th</sup> Month 85%	11.7650	12.2350	12.6625	13.1075
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37 <sup>th</sup> Month 100%	13.8400	14.3925	14.8950	15.4175
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*Limited	9.9050	10.3000	10.6600	
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Assignment  
Cleaner

\*Effective 7/29/98 new title of "LIMITED ASSIGNMENT CLEANER" Established.

This rate is not subject to wage progression.

(1) Represents lead rate of pay and now classified as a Mechanic

(2) Represents Class IV rate of pay now classified as a Cleaner

*These rates of pay will be eliminated when all current incumbents attrite.*

(3) Represents new top rate of pay not subject to wage progression.

PLANT AND EQUIPMENT TECHNICIANS  
RATES OF PAY

Hired before 11/1/92	12/16/05 3%	12/16/06 4%	12/16/07 3.5%
Level I	25.1900 23.3300	26.1975 24.2625	27.1150 25.1125

Level II	20.8550	21.6900	22.4500
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Hired After 8/1/93 & prior to 7/29/98	12/16.05 3%	12/16/06 4%	12/16/07 3.5%
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Level I

Entrance 65%	15.1650	15.7700	16.3225
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13 <sup>th</sup> Month 75%	17.4975	18.1975	18.8350
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25 <sup>th</sup> Month 85%	19.8300	20.6225	21.3450
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37 <sup>th</sup> Month 100%	23.3300	24.2625	25.1125
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Level II

Entrance 65%	13.5550	14.0975	14.5800
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13 <sup>th</sup> Month 75%	15.6400	16.2650	16.8350
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25 <sup>th</sup> Month 85%	17.7250	18.4350	19.0800
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37 <sup>th</sup> Month 100%	20.8525	21.6875	22.4475
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Level III

Entrance 65%	10.0125	10.4125	10.7750
13 <sup>th</sup> Month 75%	11.5525	12.0125	12.4325
25 <sup>th</sup> Month 85%	13.0925	13.6150	14.0900
37 <sup>th</sup> Month 100%	15.4025	16.0175	16.5775

Hired After	12/16.05	12/16/06	12/16/07	7/7/08
8/1/93	3%	4%	3.5%	3.5%

Level I

Entrance 65%	15.1650	15.7700	16.3225	16.8950
13 <sup>th</sup> Month 75%	17.4975	18.1975	18.8350	19.4950
25 <sup>th</sup> Month 85%	19.8300	20.6225	21.3450	22.0925
37 <sup>th</sup> Month 100%	23.3300	24.2625	25.1125	25.9925

Level II

Entrance 65%	13.5550	14.0975	14.5900	15.1000
13 <sup>th</sup> Month 75%	15.6400	16.2650	16.8350	17.4250
25 <sup>th</sup> Month 85%	17.7250	18.4350	19.0800	19.7475
37 <sup>th</sup> Month 100%	20.8525	21.6875	22.4475	23.2325

Level III

Entrance 65%	10.0125	10.4125	10.7750	11.1525
13 <sup>th</sup> Month 75%	11.5525	12.0125	12.4325	12.8675
25 <sup>th</sup> Month 85%	13.0925	13.6150	14.0900	14.5825
37 <sup>th</sup> Month 100%	15.4025	16.0175	16.5775	17.1575

(1) These rates of pay will be eliminated when all current incumbents attrite.

Maintenance Department employees shall receive, in addition, a night differential for hours worked between 6:00 p.m. and 6:00 a.m. of one dollar (\$1.00) per hour. Effective January 1, 2008, the night differential will be increased to \$1.25/per hour.

The top rate for Cleaners shall be frozen at the current top rate of \$15.4195 for the duration of the Agreement. This provision shall not apply to the following groups of employees:

A. Incumbent previously titled Class IV employees hired prior to January 1, 1983 who shall receive the wage increases contained herein at Section 4.

B. Incumbent previously titled Class V employees hired prior to January 1, 1983, who shall receive the wage increases contained herein at Section 4.

C. Incumbent Cleaners hired after July 1, 1988 and before May 3, 1992 who shall receive the wage increases contained herein at Section 4.

D. A Limited Assignment Cleaner shall clean buses and a portion of the building facilities operated by L.I. BUS. The use of Limited Assignment Cleaners for cleaning buses will commence simultaneously with the cleaning of the building facilities. The general terms and conditions of employment for limited assignment positions will be the same as provided in Article VI, Section 4, except for wages as described above.

Section 5. Bus Information Agents.

(a) All Bus Information Agents shall be entitled to receive the night differential payable under the Agreement.

(b) When required by a supervisor to work through a lunch period due to a high volume of calls, a Bus Information Agent shall be entitled to time and one-half (1 1/2) for such period.

(c) The following rates of pay shall be in effect for Bus Information Agents:

BUS INFORMATION AGENTS  
RATES OF PAY

Hired Prior To 5/3/92		Effective 12/16/2005 3.00%	Effective 12/26/200 4.00%	Effective 12/16/2007 3.50%
100%		16.9100	17.5875	18.2025
New Hires After 5/3/92				
Entrance	65%	10.9925	11.4325	11.8325
13 <sup>th</sup> Month	75%	12.6258	13.1900	13.6525
25 <sup>th</sup> Month	85%	14.3750	14.9500	15.4725
37 <sup>th</sup> Month	100%	16.9100	17.5875	18.2025

## Section 6. Cashiers Rates of Pay

### CASHIERS RATES OF PAY

New Hires After 7/29/98	12/16/05	12/16/06	12/16/07	7/7/08
Entrance 65%	10.4950	10.9150	11.2975	11.6925
13 <sup>th</sup> Month 75%	12.1100	12.5850	13.0350	13.4900
25 <sup>th</sup> Month 85%	13.7650	14.2650	14.7750	15.2925
37 <sup>th</sup> Month 100%	16.1475	16.7925	17.3800	17.9875

Section 7. Rates of Pay Below the Top Rates. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule. Prequalification training rates will not be adjusted.

## ARTICLE X

### HEALTH AND WELFARE BENEFITS

#### Section 1. Contributions.

(a) Employee Contributions. Effective December 15, 1999, active employees will contribute one percent (1%) of their base salary to health benefit costs. Effective July 1, 2007, active employees will contribute one and a half percent (1.5%) of their base salary to health benefit costs. Effective December 15, 2007, active employees will contribute one and half percent (1.5%) of their bi-weekly gross wages. Effective January 1, 2009, and continuing each year thereafter, the prior years contribution rate shall be increased by the extent to which the rate of increase in cost of health benefits exceeds general wage increase in the preceding year. The dollar amount contributed shall be applied on a pre-taxed basis and shall be deducted from the gross income reported to the Internal Revenue Service. Retirees are excluded from the employee health benefit contribution.



- (i) Administration of Benefits. Active and retiree benefits shall be provided and administered directly by L.I. BUS and/or its designated agent.
  - (ii) Active Employee Health Benefits. L.I. BUS will provide all active full time employees with the Supplemental Benefits as currently provided to non-represented full time employees. The three year waiting period concerning the choice of basic health care and dental provider shall be eliminated. A general description of the Supplemental Benefits is attached hereto as Exhibit "C".
- (b) Retirees.
  - (i) On or about April 1, 1995 all employees who retire under normal service and age requirements after ratification of this Agreement will receive the basic medical coverage in addition to prescription drug coverage provided to the active employees through NYSHIP. Individual and family coverage, where applicable, will be available. These retirees will not be eligible to participate in the Retiree Spending Account.
  - (ii) Retirees who retired on or after June 1, 1992 will receive the basic medical coverage in addition to prescription drug coverage provided to active employees through NYSHIP. Individual or family coverage, where applicable, will be available. Contributions to the Retiree Spending Account will be discontinued effective immediately.
  - (iii) Employees who retired before June 1, 1992 will receive the basic medical coverage provided to the active employees through NYSHIP. Individual or family coverage, where applicable, will be available.
  - (iv) Employees who retire after January 1, 2005 from the Authority and who receive a normal or early (25/55) retirement benefit only,

when Medicare eligible at age 65 and no longer covered by the N.Y. State Government Employees Health Insurance Program (Empire Plan), shall receive a \$100.00 single or \$200.00 family per-month premium allowance, which shall be used to reimburse retirees for the actual cost of the purchase of health insurance coverage, not to exceed the \$100.00 single or \$200.00 family allowance. The retiree must show proof of insurance and the amount of the premium paid when required by the Authority.

Should the retiree's spouse not be Medicare eligible or should the retiree have eligible dependents when the retiree attains Medicare eligibility, the spouse and/or eligible dependents shall continue to receive the HIP/HMO benefit in accordance with Article X; Section 5, Retiree Health Benefits. Eligible retirees, whose spouse is not Medicare eligible, shall only be entitled to the \$100.00 single per month allowance until the spouse becomes Medicare eligible at age 65.

The Authority shall make an annual payment to retirees eligible for the \$100/200 monthly allowance. The annual payment shall be pro-rated beginning with the month the retiree becomes Medicare eligible.

(c) All health insurance premiums for retired employees and future retirees who are members of the L.I. BUS Employees' Pension Fund (hereinafter referred to as "the fund") will be paid through IRS Code Section 401(h) transfers. In the event that IRS Code Section 401(h) expires or NYSHIP participation for active employees terminates, LI Bus's contribution for health benefit costs for retirees shall be equivalent to NYSHIP's Empire Plan premium rate for basic medical and prescription drug coverage in effect at the time of such IRS Code expiration or NYSHIP termination.

(d) A former employee who has retired on a disability pension shall receive the same benefits as active employees, but only (i) for a period of two and one-half (2 1/2) years from the date of the commencement of the illness which caused the disability or, in the case of accident-related disability, from the date of the accident which caused the disability, or (ii) until such retiree qualifies for Federal Medicare, whichever period is shorter.

(e) In the event an employee is discharged, the Authority will continue health benefit coverage on his behalf during the processing of any grievance brought as a result of such discharge, provided that an arbitration proceeding is commenced by the Union within forty-five (45) days after the date of an adverse decision of the President of the Authority or his designee. Such forty-five (45) day period may be extended by agreement between management and the Union, provided that the Controller of the Authority is promptly notified of any such extension.

(f) The Authority agrees that health benefits hereinbefore extended to eligible retirees 62 to 65 years of age, shall be extended to include eligible retirees from 55 to 62 years of age.

Section 2. Waiting Period. Employees shall have a waiting period of ninety (90) days before being eligible for full health benefit coverage and a waiting period of six (6) months before being eligible for dental benefits.

Section 3. Cost Containment Measures. Upon execution of this Agreement, LI Bus shall have the right to change health insurance providers in order to reduce the cost of providing Health and Welfare benefits, provided, however, benefits will be substantially identical and delivered in a manner equivalent to the current plan. LI Bus shall have the right to consider the New York State Health Insurance Program, the Nassau County Health Program, self-insurance programs, Health Maintenance Organization programs or any other programs.

Section 4. Retiree Life Insurance. The life insurance benefit currently provided for retirees out of the Health and Welfare Trust Fund will be transferred to and provided for by the L.I. BUS Employees' Pension Trust described in Article

XIX of this Agreement. Retirees of the New York State Employees' Retirement System will be eligible for a \$10,000.00 life insurance benefit provided by L.I. Bus in addition to any life insurance provided under the New York State Employees' Retirement System pursuant to the applicable terms of the New York State Retirement and Social Security Law. Effective January 1, 2007, retirees of the New York State Employees' Retirement System will be eligible for a \$15,000.00 life insurance benefit provided by L.I. Bus in addition to any life insurance provided under the New York State Employees' Retirement System pursuant to the applicable terms of the New York State Retirement and Social Security Law.

Section 5. Retiree Health Benefits. Effective as soon as practicable, the benefits provided to a normal retiree's spouse and dependents shall be as provided hereafter. In the event the retiree's spouse is younger than age 65 or should the retiree have eligible dependents when the retiree attains age 65, the spouse and/or eligible dependents shall have the option to join HIP/HMO at Company cost. Such coverage shall be subject to eligibility requirements and shall cease when the spouse reaches age 65 or the dependents become ineligible or upon the death of the retired employee in accordance with the Empire Plan's provision, whichever comes first. The spouse or eligible dependent may elect to take the Company cost of the HIP/HMO plan and apply it to the cost of an alternate health plan subject to the eligibility requirements and verification of coverage to L.I. Bus. Other than as provided in this paragraph, the level of benefits provided to retirees remains the same. This is not meant to change the Retiree Life Insurance as currently provided pursuant to Section 4 of this Article.

## ARTICLE XI

### MANDATORY RETIREMENT

The age at which employees may be required to retire shall be governed by applicable law.

## ARTICLE XII

## SICK LEAVE

(a) Subject to the limitations hereinafter set forth, the Authority will grant to each employee who shall have been continuously in its employ for at least one (1) year, sick leave with pay on each of his scheduled working days on which he is unfit for work on account of illness (excluding on-the-job injury), such sick leave allowance to be limited to up to seven (7) days in any calendar year, provided, however, for employees last hired on or after January 1, 1983, the following reduced sick leave schedule applies:

Year of Employment	Days of Sick Leave
1 <sup>st</sup>	0
2 <sup>nd</sup>	3
3 <sup>rd</sup>	6
4 <sup>th</sup>	7

Effective January 1, 2008, the sick leave allowance will be limited to up to eight (8) days in any calendar year, provided, however, for employees last hired on or after January 1, 1983, the following reduced sick leave schedule applies:

Year of Employment	Days of Sick Leave
1 <sup>st</sup>	1
2 <sup>nd</sup>	4
3 <sup>rd</sup>	7
4 <sup>th</sup>	8

In their first three (3) years of employment sick leave shall be pro-rated annually according to each employee's date of hire. In no event shall sick leave be used before the common anniversary date of the first January 1st following the employee's date of hire.

(b) Pay for a sick leave day shall be computed at the employee's regular hourly rate of pay times eight (8) hours. No sick leave pay will be allowed for absences of less than a full working day of any employee. Any sick days taken with pay or any sick days paid to the employee in a lump sum shall be charged against the last sick days credited to such employee.

(c) No employee shall receive disability benefits until all his accumulated sick leave is used, and no employee shall receive more than one (1) day's pay for any day of illness.

(d) To be entitled for sick leave for any day on which he is absent from work because of illness, an employee, except where it is impossible to do so, must at least thirty (30) minutes before the commencement of his scheduled tour of duty for that day, cause notice of the illness and the place and telephone number where he can be found during such illness, to be given by telephone, messenger, or otherwise to his appropriate supervisor. Except where it is impossible to do so, failure to cause such notice to be given shall deprive the employee of his right to be paid for such tour of duty.

(e) The Authority reserves the right to investigate any or all employees reporting sick.

(f) An employee who is absent due to illness for whom a replacement is necessary, shall notify his appropriate supervisor of his intent to return to duty by twelve noon on the day preceding his return to duty, in order to be entitled to return to work.

(g) All sick days earned and unused up to a total of seven (7) days in any contract year during the term of this Agreement, at the option of the employee, will be paid in a lump sum in December of the year in which earned or allowed to accumulate. All sick days accumulated prior to January 1, 1983, or any other sick days left to accumulate at the option of the employee will not be paid but will remain available for use by the employee in the event that the employee is absent, because of illness, in excess of seven (7) days in any contract year, or in the case of employees last hired on or after January 1, 1983, in the event that the employee is absent, because of illness, in excess of the total number of sick days allocated to such employee in that contract year. Should any employee voluntarily or involuntarily terminate his employment with the Authority or retire, no accumulated sick pay can be used or paid to the employee.

(h) Employees may not collect full sick leave pay for any day for which they are entitled to receive no-fault insurance benefits. Sick leave will be payable only to the extent that the sick leave pay to which the employee would otherwise be entitled for such day exceeds the amount of no-fault insurance benefits.

## ARTICLE XIII

### MEDICAL

(a) The Authority may send a doctor or other representative of its own choosing to the home of an employee when he has reported sick.

(b) At the election of the Authority, generally or in any specific case, an employee who is out more than five (5) working days shall be required to produce a doctor's certificate before being allowed to return to work, such certificate to indicate that the employee is able to go back to the work in which he was engaged prior to such absence.

(c) In the event the employee is granted a leave of absence of sixty (60) days or more for any reason, the Authority may require him to report for a medical examination by a doctor approved by the Authority before returning to work.

(d) The Authority shall have the right to require employees to submit to medical examinations at reasonable intervals. The Authority shall also have the right to require the examination of any employee when it has reason to believe he may be medically unfit to do his work. If as a result of any such examination, a dispute arises as to his fitness, the employee shall have the right to have the findings of the Authority-designated physician reviewed by a physician of his own choice.

(e) In the event that an employee who has been absent from work because of a heart attack or a defect, illness, disability or disease relating to the heart submits a doctor's certificate stating he is able to return to the work in which he was engaged prior to such absence, then such employee shall be promptly examined by a doctor designated by the Authority. If that designee also finds that the employee is able to return to work, then he shall be permitted to do so immediately. Should he not so find, however, then the final determination as to the employee's then ability to perform the work in which he was engaged prior to such

absence shall be made by an impartial heart specialist agreed upon by and between the Authority and the Union.

(f) If the Authority does not take action on an employee's request to return to work after an absence on account of illness or disability (by either granting or denying such request), within five (5) business days after it receives a letter from the employee's doctor stating that he is able to return to work in which he was engaged prior to the illness or disability, then, for the period subsequent to such request and prior to the taking of such action, the Authority will pay to the employee the difference between the amount the employee receives as disability benefits and the amount of pay which he would have been entitled to had he been working regularly at his usual hours, provided, however, that in the event such employee has exhausted his disability benefits, then the Authority shall be obligated to pay to the employee the total pay to which he would have been entitled to had he been working at his usual hours during such period.

#### ARTICLE XIV

##### PAYROLL WEEK AND PAY DAY

Section 1. Payroll Week. The payroll week shall commence at 12:01 Sunday morning and end at midnight the following Saturday night. All employees shall be paid on Thursdays. If a holiday falls on Thursday, employees shall be paid on Wednesdays. Paychecks will be issued to all employees in sealed envelopes.

Section 2. Bi-weekly Payroll. The existing weekly payroll system will be eliminated and substituted with a bi-weekly payroll system. With the institution of a bi-weekly payroll system, hourly employees will have the option of directly depositing their paychecks with their banking establishments subject to submitting proper authorization. This transition will take place on or before July 1, 1996.

Section 3. Check Cashing. Wherever the practice of providing hourly employees with paid check cashing time exists, it shall be eliminated once the option of direct deposit becomes available.



## ARTICLE XV

### SAFETY

(a) An employee involved in a preventable accident may, at the discretion of the Authority, be required to attend an Authority school for retraining. The employee shall be paid at his regular rate for such attendance during off-duty hours and such hours shall not be part of his work day or work week for purposes of overtime. Attendance in place of his regular run or any part thereof shall be compensated in such a manner that he does not lose any part of his blueprint wage.

(b) Whenever a maintenance road call is to be made to a hazardous area during the time period between 6:00 p.m. and 6:00 a.m., two (2) maintenance employees will be sent out on the call.

## ARTICLE XVI

### PASSES

The Authority will furnish a pass to each employee and his or her spouse for free passage on any bus operating out of a Nassau or Suffolk County location, except for Long Island Rail Road "Road 'N Rail" service. Such pass shall be issued and accepted subject to conditions printed on the reverse side thereof and may be required to be renewed periodically.

## ARTICLE XVII

### NOTICES

All notices permitted or required by the terms and conditions of this Agreement to be given in writing either to the Authority or the Union shall be given at the following addresses, to the attention of the following identified persons, until such time as the Authority or the Union, as the case may be, shall, upon not less than thirty (30) days' written notice to the other, designate a new address or a new person to whose attention all notices shall thereafter be directed:

MTA LONG ISLAND BUS  
700 Commercial Avenue  
Garden City, New York 11530  
ATTENTION: President

TRANSPORT WORKERS UNION, LOCAL 252  
1600 Stewart Avenue, Suite 608  
Westbury, New York 11590  
ATTENTION: President

### ARTICLE XVIII

#### NO THIRD PARTY BENEFITS

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto and those employees of the Authority who are members of the bargaining unit represented by the Union hereunder, (and the beneficiaries, heirs, and legal representatives of such employees) any right, remedy, claim or benefit under or by reason of this Agreement or of any term or condition hereof.

### ARTICLE XIX

#### PENSION BENEFITS

Section 1. Employees First Hired on or After January 23, 1983. Pension benefits for employees first hired by the Authority on or after January 23, 1983, shall be provided by the inclusion of such employees in NYSERS and pursuant to the applicable terms of New York State Retirement and Social Security Law.

#### Section 2. Contributions.

(a) By the Authority:

(i) With respect to employees first hired on or after January 23, 1983, who are included in NYSERS, the Authority shall pay into NYSERS the amounts legally required.

(ii) Effective January 20, 1995, no new retirees will be given a Retiree Spending Account and no additional contributions will be made to existing accounts. Retirees will be permitted to draw down funds currently in their Spending Accounts and when such funds are depleted, the accounts shall be closed.

(b) By Employees:

(i) Employees first hired on or after January 23, 1983, shall pay into NYSERS the amounts legally required during each payroll period.

(ii) The contributions required by subparagraph (i) by each employee shall be deducted by the Authority from each employee's compensation each payroll period and shall be paid over by the Authority as specified in said paragraphs.

### Section 3. Retirement Benefit

(a) L.I. BUS is obligated to provide employees who are participants in the T.W.U. - L.I. BUS Employees' Pension Plan (the "Plan") as of the date of this Agreement with a retirement benefit calculated under the benefit formula stated in the Plan prior to the date of this Agreement, as enhanced by subsections (b) and (c) below (subject to the preconditions set forth in those subsections).

(b) As soon as practicable after the Stipulations have been fully executed and filed with the Courts in accordance with subsection (d) below, and the Second Amendment has been fully executed and delivered in accordance with subsection (e) below, the retirement benefit shall be increased in an amount and manner described in Schedule "A" hereto; and, the obligation of participants to make pension contributions (pursuant to Article XX, Section 3(b)(i) of the October 1, 1994 through December 31, 1997 Collective Bargaining Agreement) shall cease, as will L.I. BUS's obligation to make contributions (pursuant to Article XX Section 3(a)(i) of the October 1, 1994 through December 31, 1997 Collective Bargaining Agreement).

(c) Provided that the Stipulations have been fully executed and filed with the Courts in accordance with subsection (d) below, and the Second Amendment has

been fully executed and delivered in accordance with subsection (e) below, an early retirement window program shall be offered.

(d) The Union shall deliver to L.I. BUS fully executed copies of the Stipulation of Discontinuance with Prejudice and the Stipulation of Withdrawal of Appeal with Prejudice (collectively, the "Stipulations"), and the Stipulations will be filed with the appropriate Courts immediately thereafter. The Union agrees to take all further steps necessary to effectuate the discontinuance and dismissal of the pending lawsuit and appeal.

(e) The Union shall deliver to L.I. BUS a fully executed copy of the Second Amendment to Agreement and Declaration of Trust Establishing and Maintaining the T.W.U.-L.I. BUS Employees Pension Trust (the "Second Amendment") in the form annexed hereto as Schedule "C" which has already been executed on behalf of L.I. BUS and the L.I. BUS Trustees. The provisions of Article XI, paragraph (16) of the Agreement and Declaration of Trust shall apply to all actions taken by the Trustees in good faith to effectuate the provisions of this subsection.

(f) The Union recognizes that subsequent to the effective date of the Second Amendment, L.I. BUS intends to make changes (other than changes in the benefit formula which are governed by subsections (a) and (h)) to both the L.I. BUS Pension Trust (as renamed by the Second Amendment) and the Plan, and the Union expressly waives any right that it may otherwise have to bargain over any such changes, including any change in any successor trust or plan made at any time in the future. The Union is specifically aware that it is the present intention of L.I. Bus to merge the Plan and the Long Island Bus Pension Trust with the Metropolitan Transportation Authority Defined Benefit Plan and Trust and the Union has no objection to said merger. Furthermore, in the event the intended merger occurs, the Union will take no action to aid, encourage or support (financially or otherwise) any person who commences or pursues legal action of any kind challenging the merger.

(g) Provided that the Stipulations have been fully executed and filed with the Courts in accordance with subsection (d) and the Second Amendment has been

fully executed and delivered in accordance with subsection (e), each active member who was a participant in the T.W.U.-L.I. BUS Employees' Pension Plan as of the date of this agreement, will be refunded an amount equal to the precise amount that the individual contributed to the T.W.U.-L.I. BUS Employee's Pension Plan since May 31, 1992. "Active Member", for purposes of the foregoing, is defined as an employee who is on L.I. BUS payroll as of the date of this agreement. The refunds will be paid as soon as practicable following receipt of notice of approval of the refunds from the Internal Revenue Service (the "IRS") or upon the Trustees' receipt of opinion, by the Trust's tax counsel, in a form acceptable to all Trustees clearly indicating that an IRS opinion is not necessary and that this distribution may be prudently made. In the event the IRS declines to approve the refund, the parties will meet immediately to negotiate an alternative way in which to compensate the affected employees for not receiving the refund. In the event that the parties cannot agree on an alternative, the issue will be submitted to arbitration in accordance with Section 209(5) of the New York State Civil Service Law.

(h) The retirement benefit as described in Section 3 of this Article may not be modified in the future unless agreed to by the Metropolitan Transportation Authority, the T.W.U. and L.I. BUS

(i) Recognizing that the actions contemplated by both the Second Amendment and the anticipated merger of the Plan and the L.I. BUS Pension Trust with the Metropolitan Transportation Authority Defined Benefit Plan and Trust are material conditions for the benefit enhancements agreed to herein, the parties agree that in the event there is any successful or partially successful challenge to either the actions contemplated by the Second Amendment or the anticipated merger, the benefit formula in effect prior to the execution of this agreement and the obligation of the parties to this agreement to make contributions (pursuant to Article XX, Section 3(a)(i) and 3(b)(i) of the October 1, 1994 through December 31, 1997 Collective Bargaining Agreement) will be reinstated and the retirement benefit enhancements provided in this agreement will cease immediately.

## ARTICLE XX

### DEFERRED COMPENSATION PLAN

The parties to this Agreement agree to permit bargaining unit employees to participate in the Authority's current Deferred Compensation Plan. Effective on the earliest practicable date, but in no event later than January 1, 2001, L.I. BUS will offer employees the option of opening an Internal Revenue Code (IRC) Section 401(k) account on the same terms and conditions as currently in effect, as it may be amended.

## ARTICLE XXI

### UNION AUTHORITY TO EXECUTE CONTRACT

The officers of the labor organization executing this Agreement represent that they are fully empowered to do the same on behalf of their organization.

## ARTICLE XXII

### WORK RULES

Exhibit "B" attached hereto and made a part hereof contains work rules, which shall be in addition to any other work rules or past practices in existence prior to the execution of this Agreement.

## ARTICLE XXIII

### FAIR LABOR STANDARDS ACT

The parties agree that the issue of overtime calculations under the Fair Labor Standards Act will be subject to the separate discussions if so requested by the Authority. Any agreement reached in those discussions may be incorporated into the written Agreement.

## ARTICLE XXIV

### FLEXIBLE SPENDING ACCOUNTS

Effective January 1, 2001, L.I. BUS will offer an Internal Revenue Code (IRC) Section 125 account to each eligible employee to allow for pre-tax contributions for allowable child care and health expenses on the same terms and conditions as currently in effect, as it may be amended.

#### ARTICLE XXV

#### REGIONAL BUS COMPANY LABOR/MANAGEMENT

#### EXECUTIVE COMMITTEE

The parties to this Agreement agree that the distinctions that currently exist between the bus operations at L.I. BUS and other surface transportation providers in the region do not well serve the riding public or the members of the Union. In furtherance of that mutual recognition, the parties agree to participate in a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at L.I. BUS and the other surface transportation providers into a new subsidiary of the Metropolitan Transportation Authority. The purpose of such consolidated bus company would be to provide efficient, cost effective bus service in the metropolitan region transportation district.

The Committee will identify impediments to the creation and efficient operation of such regional bus authority and recommend solutions to said impediments. If the parties agree that such consolidated bus company is feasible and have resolved outstanding issues, then required legislation should be jointly drafted and supported.

#### ARTICLE XXVI

#### DRUG USE VIOLATIONS

The parties agree that a confirmed positive result for marijuana, or cocaine, or opiates, or amphetamines, or phencyclidine, or a refusal to submit to testing in accordance with Federal Regulations, or any Authority authorized drug screening test, or on any drug screening test authorized by the U.S. Department of

Transportation's Federal Transit Administration, shall result in dismissal from employment and the employee shall not be re-hired.

If the Union appeals an employee's dismissal for a confirmed positive drug test result or for a refusal to submit to testing in accordance with Federal Regulations, the parties agree the scope of the arbitrator is limited to determining whether a valid drug test was administered. If the arbitrator finds the administration of the drug test was valid, then the arbitrator shall not reduce, alter, change, rescind, or modify the disciplinary penalty imposed.

## ARTICLE XXVII

### INTEGRATION AGREEMENT

The Authority and the Union agree to the elimination of the artificial distinctions between LI Bus and any other bus entities merged into or made a part of an MTA agency or subsidiary responsible for omnibus operations within the MTA's transportation district, and the various hourly bargaining units. To that end, both parties agree as follows:

- (a) Effective November 7, 2004, all impediments to the free movement and commingling of equipment, personnel and bus routes between LI Bus and the hourly bargaining units of the other bus operating entities in MTA agencies or subsidiaries responsible for omnibus operations within the MTA's transportation district, shall be eliminated except as modified herein or by agreement of the parties.
- (b) The parties further agree that the issue of seniority for annual pick purposes will be decided as follows:
  - Employees who were appointed prior to the date established in paragraph (a) herein will continue the current seniority system for purposes of picking positions that are posted within their



current bargaining unit jurisdictions. They can also pick into another jurisdiction or bargaining unit after the employees who will be granted super-seniority in that jurisdiction or bargaining unit have picked. Those employees appointed on or after the date established in paragraph (a) herein will be placed on a common seniority list and can select open positions that are available in any area of the operation after the "grandfathered" employees as set forth above have picked.

- If a "grandfathered" employee opts to pick into another jurisdiction or bargaining unit, that employee will be placed at the bottom of the super-seniority list for that jurisdiction or bargaining unit for subsequent picks. Employees who opt to pick into another jurisdiction or bargaining unit and subsequently pick to return to the original jurisdiction and bargaining unit shall be placed at the bottom of the seniority list. In the event multiple employees with super-seniority pick into another jurisdiction, seniority will be based on date of appointment to title.
- The seniority system will remain in place until the hourly unions agree to a different seniority system and LI Bus and the other MTA agencies or subsidiaries responsible for omnibus operations within the MTA's transportation district determines that the system is consistent with the needs of service.

(c) Those employees picking a reporting location, i.e., the location where an employee commences his/her day's work, shall be represented by the union that represents employees in that location.

(d) The parties recognize that the transition from the current system to a seamless bus system will require additional good faith discussions by the parties. LI Bus will approach these discussions with respect and appropriate flexibility. The MTA will not utilize this Agreement to artificially reduce the

headcount of one bargaining unit in favor of another unit. However, it will utilize the Agreement to improve bus operations including maintenance, and to implement efficiencies in the department/divisions that provide support to MTA agencies or subsidiaries responsible for omnibus operations within the MTA's transportation district.

(e) The parties agree that the purpose of this Agreement is not to eliminate any collective bargaining unit.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

EXHIBITS "A", "B" AND "C" AND SCHEDULES "A" and "B" ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO

By: Patricia Bowden  
PATRICIA BOWDEN, PRESIDENT

L.I. BUS

By: Neil S. Yellin  
NEIL S. YELLIN, PRESIDENT

EXHIBIT "A"

AUTHORIZATION FOR DEDUCTION OF DUES

LOCAL 252 TRANSPORT WORKERS UNION

MTA LONG ISLAND BUS

UNION'S COPY

I hereby authorize MTA LI Bus to deduct weekly from my wages the amounts certified to it from time to time by Local 252 Transport Workers Union and to transmit the same to the Transport Workers Union in payment of my membership dues.

This authorization shall be irrevocable during the period of the applicable Collective Bargaining Agreement in effect on the date of this authorization and shall be automatically renewed and be irrevocable during the period of each succeeding applicable Collective Bargaining Agreement unless written notice of revocation is sent by me, to the Company and the Union not less than 10 days or more than 30 days prior to the expiration of the current or any succeeding Collective Bargaining Agreement.

I understand that initiation fees, dues, or contributions to the Union are not deductible as charitable contributions for Federal Income Tax purposes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
MTA LI BUS

I hereby authorize MTA LI Bus to deduct weekly from my wages the amounts certified to it from time to time by Local 252 Transport Workers Union and to transmit the same to the Transport Workers Union in payment of my membership dues.

This authorization shall be irrevocable during the period of the applicable Collective Bargaining Agreement in effect on the date of this authorization and shall be automatically renewed and be irrevocable during the period of each succeeding applicable Collective Bargaining Agreement unless written notice of revocation is sent by me, to the Company and the Union not less than 10 days or more than 30 days prior to the expiration of the current or any succeeding Collective Bargaining Agreement.

I understand that initiation fees, dues, or contributions to the Union are not deductible as charitable contributions for Federal Income Tax purposes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT "B"

WORK RULES

The following are work rules agreed upon by and between the parties, which are in addition to any other work rules or past practices which govern operations in the bargaining unit.

(1) If all open work for the following day, except trippers, can be covered, the spare board may be kept in excess of the guarantee.

(2) If the A.M. spare men are all used on any given day and the Authority needs additional spare man or men, the Dispatcher will call in the P.M. men in strict seniority order.

(3) The spare board at either garage can be used to cover an open run at another garage after having first exhausted the RDO list and the extra work list.

(4) On the day before, the day of, and the day after any contract holiday, the Authority may reduce the spare board guarantee at Mitchel Field depot by two (2) in the A.M. and two (2) in the P.M. At Rockville Centre, the A.M. may be reduced by one (1) and the P.M. may be reduced by one (1).

(5) A.M. or P.M. spare men must sign sheets day by day for their assignments unless they are part of the guarantee.

(6) Any spare man other than the guarantee who does not call or sign sheet will get spare if possible or the highest paying run.

(7) In the event of a spare man or RDO man being assigned or picking a mark-up of an employee that was erroneously handled, the spare man shall surrender said run to the regular man and revert to his normal place on the spare board. The RDO man in such case shall surrender the run to the regular man.

(8) When the Authority changes the dates that winter and summer uniforms must be worn and the weather becomes a factor that causes the Bus Operator discomfort, the Authority shall agree to waive the dates if the Union President requests such waiver of the Manager of Operations.

(9) Bus Operators picking in a location shall cover blueprint work in that location only, except for Jones Beach Extras.

(10) No Bus Operator shall be required to work a 97 run without a bank or punch.

(11) The Union Safety Committee shall report any unsafe condition to the Authority. If they are not satisfied with the Authority's effort to resolve the condition, the matter shall be considered a grievance.

(12) Should the Maintenance Department Shop Steward be required to leave the property in connection with his maintenance duties, he may appoint another Maintenance Department employee to act in his behalf in his absence.

(13) Employees in title of Cleaner may be re-rated to Class C job functions as follows:

A. Cleaners holding a commercial driver's license may perform fuel line functions.

B. Cleaners may perform vault pulling functions. Additionally, the Authority will promulgate a new job description for Cleaners which provides for expanded cleaning functions with regard to buildings, grounds, work areas, passenger terminals, etc.

EXHIBIT "C"

DESCRIPTION OF SUPPLEMENTAL BENEFITS

The parties agree that L.I. BUS shall provide the current non-represented level of health benefits, which include basic medical coverage provided by the New York State Health Insurance Program (NYSHIP).

(a) Additional health benefit coverage is provided by a defined supplemental benefit program, which is as follows:

i. Life Insurance

Basic life and accidental death and dismemberment insurance coverage equal to two (2) times the employee's annual base salary rounded to the next thousandth (if not already a multiple of 1,000). Additionally, employees are provided a basic dependent life benefit of \$5,000 for the spouse and \$1,000 for each eligible child. Employees may increase their life insurance coverage by electing to purchase supplemental life and dependent life coverage through a payroll deduction. Employees may elect a living benefit option and a portability option under optional term life insurance.

ii. Accidental Death and Dismemberment

Two times annual base salary rounded to the next higher \$1,000.

iii. Weekly disability benefits

\$170 per week for 26 weeks. The long term disability plan provides up to 60% of base salary depending on the offset for income from other benefits (social security, etc).

iv. Vision Care

(a) Vision care benefit coverage includes eye exams and lenses covered at 100% of reasonable and customary fees if provided by a participating provider.

Coverage when using non-participating providers is as follows:

(1) Frames are covered up to \$45.

- (2) Contact lenses are covered between \$40 and \$150.  
Exams are covered up to \$40.

(b) Covered employees and dependents are eligible for vision care once every calendar year.

v. Domestic Partners

Domestic partners who meet eligibility requirements are provided medical, dental and vision benefits as described herein.

vi. Opt-Out Program

Employees whose health insurance expenses are covered by the spouse's health benefit plan or by another means may elect to receive a financial incentive for declining health insurance coverage. Employees who decline family coverage shall receive up to \$1,100 annually. Employees who decline individual coverage shall receive up to \$550 annually.

vii. Dental

Dental services are divided into four categories: preventive, restorative, prosthodontics, and orthodontics, and the insured percentage is based on the category of coverage. A Preferred Dentist Program is provided to enable employees to reduce their dental expense. A brief description of the benefits is as follows:

(a) Preventive, Restorative, Prosthodontics Coverage

Network Dentists - 100% preventive and diagnostic care. 80% for restorative work and prosthetics. Non-Network Dentists - 100% of customary and reasonable for preventive and diagnostic care. 80% for restorative work and 60% for prosthetics.

(b) Orthodontics

Network Dentists - 80% of customary and reasonable, \$2,000 lifetime maximum.

Non-Network Dentists - 60% of customary and reasonable, \$50 deductible, and a \$2,000 lifetime maximum per person. Effective July 1, 2000, the lifetime maximum per person shall be \$2,300.

(c) Annual Deductibles

Network Dentist - none.

Non-Network Dentists - none for preventive and diagnostic. \$50 for other services. \$150 maximum per family unit.

(d) Annual Maximums

Network Dentists and Non-Network Dentists - \$2,000 per individual.

No family maximum.

(b) The parties agree that this Exhibit was intended to assist in understanding the new benefits. This is a summary description and not a substitute for the terms of the Plans. While the MTA has made every effort to make this summary as accurate and complete as possible, in the event of conflict between this summary and any applicable provisions of the Plans, the applicable plan provisions will govern.

SCHEDULE "A"

RETIREMENT BENEFIT

On January 1, 1999, and each January thereafter, any retiree or beneficiary who was entitled to receive a regular monthly pension benefit in December of the previous year will receive a one-time additional payment in the same amount as their regular monthly entitlement.



SCHEDULE "B"

SECOND AMENDMENT TO  
AGREEMENT AND DECLARATION OF TRUST  
ESTABLISHING AND MAINTAINING  
THE T.W.U.-M.S.B.A.  
EMPLOYEES PENSION TRUST

WHEREAS, pursuant to a certain Agreement and Declaration of Trust (the "Trust Agreement") by and among the Metropolitan Suburban Bus Authority, ("MSBA") also known as MTA Long Island Bus ("LI Bus"), and Local 252 of the Transport Workers Union, AFL-CIO (the "Union"), as settlers of a trust, and certain individual trustees, made effective as of the twenty-fourth day of November, 1980, there was established a trust known as the T.W.U.-M.S.B.A. Employees Pension Trust (the "Trust"), and

WHEREAS, in accordance with Article XVI of the Trust Agreement, MSBA and the Union have reserved the right to amend the Trust Agreement at any time and from time to time; and

WHEREAS, pursuant to agreements between MSBA and the Union, such parties now desire to amend the Trust Agreement to the extent necessary to convert the Trust (and the plan maintained thereunder, the T.W.U.-M.S.B.A. Employees' Pension Plan (the "Plan")), from a jointly administered trust to a trust administered solely by Trustees appointed by LI Bus;

NOW, THEREFORE, in order to effectuate the foregoing, MSBA and the Union hereby agree to amend the Trust Agreement, effective as of July 29, 1998, as set forth below:

1. The Trust (and the plan maintained thereunder) shall exist, effective as of July 29, 1998 (the "Effective Date") as a trust administered solely by trustees appointed by MSBA (and no longer as a jointly administered trust). As of the Effective Date, the following individuals shall be the sole Trustees under the Trust Agreement: (i) Kenneth Bauer, (ii) John Bernet, and (iii) Margaret M. Connor. As of the Effective Date, MSBA, in its sole and absolute discretion, shall have the right to remove any of the Trustees, add an additional Trustee or appoint a successor Trustee in the event a Trustee resigns or is removed. The Union shall have no right or authority to appoint or remove any Trustee under the Trust Agreement, effective as of the Effective Date.
2. As of the Effective Date, the Trust created by the Trust Agreement shall be known as the "MTA Long Island Bus Pension Trust".
3. As of the Effective Date, the above designated Trustees (or any additional or successor Trustee appointed by MSBA) shall have all of the rights and authority granted to trustees under the Trust Agreement. For all periods after the Effective Date, a quorum necessary to transact business shall consist of only two Trustees, and any action on behalf of the Trust shall be taken on the majority vote of the Trustees, without the consent or approval of any other person.
4. As of the Effective Date, MSBA, by appropriate written instrument, shall have the sole and absolute authority to amend and terminate the Trust Agreement or to merge the Plan and Trust with any other tax-qualified retirement plan, without the consent or approval of any other person. Anything in Article XVI that is contrary to the foregoing shall be superseded and shall have no force or effect.
5. As of the Effective Date, MSBA, by appropriate written instrument, shall have the sole and absolute authority to amend and terminate the Plan, including the authority to increase the level of benefits provided under the Plan (subject to applicable contractual and legal requirements concerning changes in the level of benefits).
6. Any provision of the Trust Agreement in effect prior to the Effective Date which in any way is inconsistent with the foregoing provisions of this Amendment or the intent of the parties to convert the Trust (and the plan of benefits maintained thereunder) from a jointly administered trust to a trust administered solely by trustees appointed by MSBA shall be deemed to be

superseded and shall have no force or effect.

7. By signing this Amendment, the trustees of the Trust immediately prior to the execution of this Amendment agree to take all steps necessary to effectuate this Amendment, and provisions of Article XI, section 16, of the Trust Agreement shall apply to all such steps taken by the trustees in good faith (including the signing of this Amendment).

IN WITNESS THEREOF, the parties to the Trust Agreement have caused this amendment to be duly executed this 14 day of July, 1998.

MTA Long Island Bus

Local 252 of the Transport Worker  
Union, AFL-CIO

By [Signature]

By [Signature]  
President TWU 252

Acting President

Title

Title

AGREED AND ACCEPTED  
TRUSTEES

AGREED AND ACCEPTED  
UNION TRUSTEES

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

have earned had he completed the full year's service, the vacation pay for this purpose being computed on the basis of an eight (8) hour day times the rate being earned by the employee at the time of termination.

## ARTICLE IX

### RATES OF PAY

Section 1. Wage Rate for New Hires. All employees regardless of classification hired on or after May 3, 1992, except as provided for in Section 2 and 4 below, shall receive during the first three (3) years of their employment a percentage of the top rate of pay of the employee's title in accordance with the following schedule:

65% of top rate during first year of service  
75% of top rate during second year of service  
85% of top rate during third year of service  
100% of top rate during fourth year of service

The percentage progression schedule set forth above shall follow the employee during his first three (3) years of employment, except for those employees hired after July 29, 1998 as described in Section 2 and 4 of this Article. These rates shall apply to night shift differential.

Section 2. Bus Operators. The rates of pay for Bus Operators shall be as follows:

#### BUS OPERATORS RATES OF PAY

Hired Prior To 07/29/1998	Effective 12/16/05 3.00%	Effective 12/16/06 4.00%	Effective 12/16/07 3.5%
100%	25.0100	26.0100	26.9200
Hired After 07/29/1998			
37 <sup>th</sup> Month	21.2575	22.1075	22.8825
49 <sup>th</sup> Month	25.0100	26.0100	26.9200

Hired After 12/31/2004	Effective 12/16/05 3.00%	Effective 12/16/06 4.00%	Effective 12/16/07 3.5%
Entrance	15.0100	15.6100	16.1575
7 <sup>th</sup> Month	16.2600	16.9100	17.5025
13 <sup>th</sup> Month	17.5075	18.2075	18.8450
25 <sup>th</sup> Month	18.7575	19.5075	20.1900
37 <sup>th</sup> Month	21.2575	22.1075	22.8825
49 <sup>th</sup> Month	25.0100	26.0100	26.9200

#### Limited Assignment

Bus Operator	13.7025	14.2500	14.7500
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\* Training rates of pay will vary in accordance with minimum wage rates. Effective January 1, 2005, the minimum wage training rate shall be eliminated. Bus operators shall be paid at the first level of the applicable wage progression on the first day of work.

Bus Operators shall be paid, in addition to the above rates, a differential of fifty cents (\$.50) per hour while breaking in a new Bus Operator and a night differential for hours worked between 6:00 p.m. and 6:00 a.m. of one dollar (\$1.00) per hour. Effective January 1, 2008, a differential rate of one dollar (\$1.00) per hour while breaking in a new Bus Operator and a night differential for hours worked between 6:00 p.m. and 6:00 a.m. of one dollar and twenty-five cents (\$1.25) per hour.

Section 3. Charter Rates. Charter rates for Bus Operators shall be as follows:

Effective 12/16/05 3.00%	Effective 12/16/06 4.00%	Effective 12/16/07 3.5%
13.3591	13.8935	14.3797

Section 4. Maintenance Department. The rates of pay for employees in the Maintenance Department shall be as follows:

MAINTENANCE DEPARTMENT  
RATES OF PAY

Hired Prior to 1/10/89	12/16/05 3%	12/16/06 4%	12/16/07 3.5%
Mechanic	26.9900	28.0700	29.0525
Mechanic Helper	23.6850	24.6325	25.4950
Cleaner	23.1450 20.4175	24.0700 21.2339	24.9125 21.9775

Storekeeper	26.6125	27.6775	28.6450
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Hired After 5/3/92 & Prior to 7/29/98	12/16/05 3%	12/16/06 4%	12/16/07 3.5
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Mechanic	26.6125	27.6775	28.6450
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Mechanic Helper	23.6850	24.6325	25.4950
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Cleaner	13.8400	14.3925	14.8950
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Storekeeper	26.6125	27.6775	28.6450
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\*Effective 7/29/98 new title of "LIMITED ASSIGNMENT CLEANER" Established.  
This rate is not subject to wage progression.

(1) Represents lead rate of pay and now classified as a Mechanic

(2) Represents Class IV rate of pay now classified as a Cleaner

*These rates of pay will be eliminated when all current incumbents attrite.*

(3) Represents new top rate of pay not subject to wage progression.

Hired after 7/29/98	12/16/05 3%	12/16/06 4%	12/16/07 3.5%	7/7/08 3.5%
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Mechanics

Entrance 90%	18.6450	19.3900	20.0700	20.7725
13 <sup>th</sup> Month 95%	19.6825	20.4675	21.1850	21.9250
25 <sup>th</sup> Month 100%	20.7175	21.5450	22.3000	23.0800

Mechanics	18.4325	19.1700	19.8400	20.5350
Helper				

Storekeeper	18.4325	19.1700	19.8400	20.5350
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#### Cleaners

Entrance 65%	8.9950	9.3525	9.6800	10.0200
13 <sup>th</sup> Month 75%	10.3800	10.7950	11.1725	11.5625
25 <sup>th</sup> Month 85%	11.7650	12.2350	12.6625	13.1075
37 <sup>th</sup> Month 100%	13.8400	14.3925	14.8950	15.4175
*Limited	9.9050	10.3000	10.6600	

Assignment  
Cleaner

\*Effective 7/29/98 new title of "LIMITED ASSIGNMENT CLEANER" Established.  
This rate is not subject to wage progression.

- (1) Represents lead rate of pay and now classified as a Mechanic  
 (2) Represents Class IV rate of pay now classified as a Cleaner  
*These rates of pay will be eliminated when all current incumbents attrite.*  
 (3) Represents new top rate of pay not subject to wage progression.

### PLANT AND EQUIPMENT TECHNICIANS RATES OF PAY

Hired before	12/16/05	12/16/06	12/16/07
11/1/92	3%	4%	3.5%
Level I	25.1900	26.1975	27.1150
	23.3300	24.2625	25.1125

Level II	20.8550	21.6900	22.4500
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Hired After	12/16.05	12/16/06	12/16/07
8/1/93 & prior			
to 7/29/98	3%	4%	3.5%

Level I			
Entrance 65%	15.1650	15.7700	16.3225
13 <sup>th</sup> Month 75%	17.4975	18.1975	18.8350
25 <sup>th</sup> Month 85%	19.8300	20.6225	21.3450
37 <sup>th</sup> Month 100%	23.3300	24.2625	25.1125

Level II			
Entrance 65%	13.5550	14.0975	14.5800
13 <sup>th</sup> Month 75%	15.6400	16.2650	16.8350
25 <sup>th</sup> Month 85%	17.7250	18.4350	19.0800
37 <sup>th</sup> Month 100%	20.8525	21.6875	22.4475

Level III

Entrance 65%	10.0125	10.4125	10.7750
13 <sup>th</sup> Month 75%	11.5525	12.0125	12.4325
25 <sup>th</sup> Month 85%	13.0925	13.6150	14.0900
37 <sup>th</sup> Month 100%	15.4025	16.0175	16.5775

Hired After 8/1/93	12/16.05 3%	12/16/06 4%	12/16/07 3.5%	7/7/08 3.5%
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Level I

Entrance 65%	15.1650	15.7700	16.3225	16.8950
13 <sup>th</sup> Month 75%	17.4975	18.1975	18.8350	19.4950
25 <sup>th</sup> Month 85%	19.8300	20.6225	21.3450	22.0925
37 <sup>th</sup> Month 100%	23.3300	24.2625	25.1125	25.9925

Level II

Entrance 65%	13.5550	14.0975	14.5900	15.1000
13 <sup>th</sup> Month 75%	15.6400	16.2650	16.8350	17.4250
25 <sup>th</sup> Month 85%	17.7250	18.4350	19.0800	19.7475
37 <sup>th</sup> Month 100%	20.8525	21.6875	22.4475	23.2325

Level III

Entrance 65%	10.0125	10.4125	10.7750	11.1525
13 <sup>th</sup> Month 75%	11.5525	12.0125	12.4325	12.8675
25 <sup>th</sup> Month 85%	13.0925	13.6150	14.0900	14.5825
37 <sup>th</sup> Month 100%	15.4025	16.0175	16.5775	17.1575

(1) These rates of pay will be eliminated when all current incumbents attrite.

Maintenance Department employees shall receive, in addition, a night differential for hours worked between 6:00 p.m. and 6:00 a.m. of one dollar (\$1.00) per hour. Effective January 1, 2008, the night differential will be increased to \$1.25/per hour.

The top rate for Cleaners shall be frozen at the current top rate of \$15.4195 for the duration of the Agreement. This provision shall not apply to the following groups of employees:

A. Incumbent previously titled Class IV employees hired prior to January 1, 1983 who shall receive the wage increases contained herein at Section 4.

B. Incumbent previously titled Class V employees hired prior to January 1, 1983, who shall receive the wage increases contained herein at Section 4.



C. Incumbent Cleaners hired after July 1, 1988 and before May 3, 1992 who shall receive the wage increases contained herein at Section 4.

D. A Limited Assignment Cleaner shall clean buses and a portion of the building facilities operated by L.I. BUS. The use of Limited Assignment Cleaners for cleaning buses will commence simultaneously with the cleaning of the building facilities. The general terms and conditions of employment for limited assignment positions will be the same as provided in Article VI, Section 4, except for wages as described above.

Section 5. Bus Information Agents.

(a) All Bus Information Agents shall be entitled to receive the night differential payable under the Agreement.

(b) When required by a supervisor to work through a lunch period due to a high volume of calls, a Bus Information Agent shall be entitled to time and one-half (1 1/2) for such period.

(c) The following rates of pay shall be in effect for Bus Information Agents:

BUS INFORMATION AGENTS  
RATES OF PAY

Hired Prior To		Effective 12/16/2005	Effective 12/26/200	Effective 12/16/2007
5/3/92		3.00%	4.00%	3.50%
100%		16.9100	17.5875	18.2025
New Hires After 5/3/92				
Entrance	65%	10.9925	11.4325	11.8325
13 <sup>th</sup> Month	75%	12.6258	13.1900	13.6525
25 <sup>th</sup> Month	85%	14.3750	14.9500	15.4725
37 <sup>th</sup> Month	100%	16.9100	17.5875	18.2025

## Section 6. Cashiers Rates of Pay

### CASHIERS RATES OF PAY

New Hires After 7/29/98	12/16/05	12/16/06	12/16/07	7/7/08
Entrance 65%	10.4950	10.9150	11.2975	11.6925
13 <sup>th</sup> Month 75%	12.1100	12.5850	13.0350	13.4900
25 <sup>th</sup> Month 85%	13.7650	14.2650	14.7750	15.2925
37 <sup>th</sup> Month 100%	16.1475	16.7925	17.3800	17.9875

Section 7. Rates of Pay Below the Top Rates. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule. Prequalification training rates will not be adjusted.

## ARTICLE X

### HEALTH AND WELFARE BENEFITS

#### Section 1. Contributions.

(a) Employee Contributions. Effective December 15, 1999, active employees will contribute one percent (1%) of their base salary to health benefit costs. Effective July 1, 2007, active employees will contribute one and a half percent (1.5%) of their base salary to health benefit costs. Effective December 15, 2007, active employees will contribute one and half percent (1.5%) of their bi-weekly gross wages. Effective January 1, 2009, and continuing each year thereafter, the prior years contribution rate shall be increased by the extent to which the rate of increase in cost of health benefits exceeds general wage increase in the preceding year. The dollar amount contributed shall be applied on a pre-taxed basis and shall be deducted from the gross income reported to the Internal Revenue Service. Retirees are excluded from the employee health benefit contribution.